

**Audit Work Papers - Lead Schedule**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>A</b>	<b>Financial Statements Review</b>					_____	_____
	<b>INCOME</b>						
<b>B</b>	<b>Investment Income</b>	87.96	-	87.96	-	_____	_____
B1	Interest	87.96	-	87.96	-	_____	_____
<b>C</b>	<b>Other Income</b>	112.39	-	112.39	-	_____	_____
	<b>EXPENSE</b>						
<b>D</b>	<b>Member Payments</b>	426,900.76	-	426,900.76	-	_____	_____
<b>E</b>	<b>Other Expenses</b>	259.00	-	259.00	-	_____	_____
	<b>INCOME TAX</b>						
<b>F</b>	<b>Prior Years Under Provision for Income Tax</b>	0.01	-	0.01	-	_____	_____
	<b>PROFIT &amp; LOSS CLEARING ACCOUNT</b>						
<b>G</b>	<b>Profit &amp; Loss Clearing Account</b>	(426,959.42)	-	(426,959.42)	-	_____	_____
	<b>ASSETS</b>						
	<b>LIABILITIES</b>						
<b>H</b>	<b>Income Tax Payable</b>	-	-	-	-	_____	_____
	<b>MEMBER ENTITLEMENTS</b>						
				-		_____	_____
				-		_____	_____

Fund: Hathaway Super Fund

Balance Date: 4 August 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

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Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
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**Audit Work Papers**

**Interest**

**Income Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
B1	Interest	87.96	-	87.96	-	_____	_____
	Cash At Bank						
	Family First Credit Union	87.96	-	87.96	-	_____	_____

**Audit Work Papers**

**Other Income**

**Income Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
C	Other Income	112.39	-	112.39	-	_____	_____
C1	Sundry	112.39	-	112.39	-	_____	_____

**Audit Work Papers**

**Member Payments**

**Expense Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
<b>D</b>	<b>Member Payments</b>	<b>426,900.76</b>	-	<b>426,900.76</b>	-	_____	_____
<b>D1</b>	<b>Lump Sums Paid</b>	<b>124,017.53</b>	-	<b>124,017.53</b>	-	_____	_____
	Mr Robert Hathaway						
	Accumulation	124,017.53	-	124,017.53	-	_____	_____
<b>D2</b>	<b>Pensions Paid</b>	<b>302,883.23</b>	-	<b>302,883.23</b>	-	_____	_____
	Mr Robert Hathaway						
	Account Based Pension 3	141,792.90	-	141,792.90	-	_____	_____
	Account Based Pension 7	1.87	-	1.87	-	_____	_____
	Mrs Robyn Hathaway						
	Account Based Pension 4	110,034.56	-	110,034.56	-	_____	_____
	Account Based Pension 8	1.87	-	1.87	-	_____	_____
	Account Based Pension 9	51,052.03	-	51,052.03	-	_____	_____

Fund: Hathaway Super Fund  
 Balance Date: 4 August 2020

Prepared By: .....  
 Prepared Date: ..... / ..... / .....

Reviewed By: .....  
 Reviewed Date: ..... / ..... / .....

**Audit Work Papers**

**Other Expenses**

**Expense Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
E	Other Expenses	259.00	-	259.00	-	_____	_____
E1	SMSF Supervisory Levy	259.00	-	259.00	-	_____	_____

Fund: Hathaway Super Fund

Balance Date: 4 August 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers**

**Prior Years Under Provision for Income Tax**

**Income Tax Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
F	Prior Years Under Provision for Income Tax	0.01	-	0.01	-	_____	_____

Fund: Hathaway Super Fund

Balance Date: 4 August 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers**

**Profit & Loss Clearing Account**

**Profit & Loss Clearing Account Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
G	Profit & Loss Clearing Account	(426,959.42)	-	(426,959.42)	-	_____	_____



Fund: Hathaway Super Fund

Balance Date: 4 August 2020

Prepared By: .....

Prepared Date: ..... / ..... / .....

Reviewed By: .....

Reviewed Date: ..... / ..... / .....

**Audit Work Papers**

**Income Tax Payable**

**Liabilities Accounts**

Ref	Description	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
H	Income Tax Payable	-	-	-	-	_____	_____

Fund: Hathaway Super Fund  
Balance Date: 4 August 2020

Prepared By: .....  
Prepared Date: ..... / ..... / .....

Reviewed By: .....  
Reviewed Date: ..... / ..... / .....

**Audit Work Papers**

**Member Entitlements Accounts**

Ref	Description	Quantity	Current FY	Previous FY	Change (\$)	Change (%)	Completed	Reviewed
					-		_____	_____
					-		_____	_____
					-		_____	_____

# Hathaway Super Fund

## Trial Balance as at 4 August 2020

Prior Year		Description	Current Year	
Debits	Credits		Debits	Credits
		<b>INCOME</b>		
-	-	Interest	-	87.96
-	-	Other Income	-	112.39
		<b>EXPENSE</b>		
-	-	Lump Sums Paid	124,017.53	-
-	-	Pensions Paid	302,883.23	-
-	-	SMSF Supervisory Levy	259.00	-
		<b>INCOME TAX</b>		
-	-	Prior Years Under Provision for Income Tax	0.01	-
		<b>PROFIT &amp; LOSS CLEARING ACCOUNT</b>		
-	-	Profit & Loss Clearing Account	-	426,959.42
		<b>ASSETS</b>		
		<b>LIABILITIES</b>		
		<b>MEMBER ENTITLEMENTS</b>		
0.00	0.00		427,159.77	427,159.77

**Hathaway Super Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2020 to 4 August 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Income</b>					
<b>Investment Income</b>					
<b>Interest - Cash At Bank</b>					
<b>Family First Credit Union</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	INTEREST CREDIT			87.96	87.96 CR
04/08/2020	Closing Balance				87.96 CR
<b>Other Income</b>					
<b>Sundry</b>					
01/07/2020	Opening Balance				0.00
16/07/2020	L J HOOKER BELMONT			57.39	57.39 CR
31/07/2020	L J HOOKER BELMONT			55.00	112.39 CR
04/08/2020	Closing Balance				112.39 CR
<b>Expenses</b>					
<b>Member Payments</b>					
<b>Lump Sums Paid - Mr Robert Hathaway</b>					
<b>Accumulation</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Member withdrawal upon wind up		123,874.57		123,874.57 DR
04/08/2020	Member withdrawal on wind up		142.96		124,017.53 DR
04/08/2020	Closing Balance				124,017.53 DR
<b>Pensions Paid - Mr Robert Hathaway</b>					
<b>Account Based Pension 3</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Gross		141,792.90		141,792.90 DR
04/08/2020	Closing Balance				141,792.90 DR
<b>Account Based Pension 7</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Gross		1.87		1.87 DR
04/08/2020	Closing Balance				1.87 DR
<b>Pensions Paid - Mrs Robyn Hathaway</b>					
<b>Account Based Pension 4</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Gross		110,034.56		110,034.56 DR
04/08/2020	Closing Balance				110,034.56 DR
<b>Account Based Pension 8</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Gross		1.87		1.87 DR
04/08/2020	Closing Balance				1.87 DR
<b>Account Based Pension 9</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Gross		51,052.03		51,052.03 DR
04/08/2020	Closing Balance				51,052.03 DR

**Hathaway Super Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2020 to 4 August 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Expenses</b>					
<b>Other Expenses</b>					
<b>SMSF Supervisory Levy</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	2020 Tax Liability paid upon wind up		259.00		259.00 DR
04/08/2020	Closing Balance				259.00 DR
<b>Income Tax</b>					
<b>Income Tax Expense</b>					
<b>Income Tax Expense</b>					
01/07/2020	Opening Balance				0.00
30/07/2020	Fund Income Tax		8.55		8.55 DR
03/08/2020	Fund Income Tax			8.55	0.00 CR
04/08/2020	Closing Balance				0.00
<b>Prior Years Under Provision for Income Tax</b>					
<b>Income Tax Expense</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	2020 Tax Liability paid upon wind up		0.01		0.01 DR
04/08/2020	Closing Balance				0.01 DR
<b>Assets</b>					
<b>Investments - Family First Credit Union</b>					
01/07/2020	Opening Balance				10.00 DR
31/07/2020	Disposal of Credit Union Shares on Wind Up			10.00	0.00 CR
04/08/2020	Closing Balance				0.00
<b>Cash At Bank - Family First Credit Union</b>					
01/07/2020	Opening Balance				416,629.71 DR
01/07/2020	L J HOOKER BELMONT		12,180.00		428,809.71 DR
16/07/2020	L J HOOKER BELMONT		57.39		428,867.10 DR
31/07/2020	INTEREST CREDIT		87.96		428,955.06 DR
31/07/2020	L J HOOKER BELMONT		55.00		429,010.06 DR
31/07/2020	TFER TO 902358 To R & R A HATHAWAY			428,867.10	142.96 DR
04/08/2020	TFER TO 902358 IBANK To- R & R A HATHAWAY			142.96	0.00 CR
04/08/2020	Closing Balance				0.00
<b>Other Assets - Unsettled Trades</b>					
<b>Acquisitions - Shares in Unlisted Companies</b>					
<b>Family First Credit Union</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Disposal of Credit Union Shares on Wind Up			10.00	10.00 CR
31/07/2020	Disposal of Credit Union Shares on Wind Up		10.00		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Other Assets - Receivables</b>					
<b>Investment Income Receivable - Interest - Cash At Bank</b>					
<b>Family First Credit Union</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	INTEREST CREDIT			87.96	87.96 CR
31/07/2020	INTEREST CREDIT		87.96		0.00 CR
04/08/2020	Closing Balance				0.00

**Hathaway Super Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2020 to 4 August 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Assets</b>					
<b>Sundry Debtors</b>					
<b>Sundry</b>					
01/07/2020	Opening Balance				12,180.00 DR
01/07/2020	Sundry Debtors			12,180.00	0.00 CR
16/07/2020	L J HOOKER BELMONT			57.39	57.39 CR
16/07/2020	L J HOOKER BELMONT		57.39		0.00 CR
31/07/2020	L J HOOKER BELMONT			55.00	55.00 CR
31/07/2020	L J HOOKER BELMONT		55.00		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Liabilities</b>					
<b>Member Payments</b>					
<b>Lump Sums Paid - Mr Robert Hathaway</b>					
<b>Accumulation</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Member withdrawal upon wind up			123,874.57	123,874.57 CR
31/07/2020	Rollover Out - Paid		123,874.57		0.00 CR
04/08/2020	Member withdrawal on wind up			142.96	142.96 CR
04/08/2020	Rollover Out - Paid		142.96		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Pensions Paid - Mr Robert Hathaway</b>					
<b>Account Based Pension 3</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Net			141,792.90	141,792.90 CR
31/07/2020	Pension Drawdown - Paid		141,792.90		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Account Based Pension 7</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Net			1.87	1.87 CR
31/07/2020	Pension Drawdown - Paid		1.87		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Pensions Paid - Mrs Robyn Hathaway</b>					
<b>Account Based Pension 4</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Net			110,034.56	110,034.56 CR
31/07/2020	Pension Drawdown - Paid		110,034.56		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Account Based Pension 8</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Net			1.87	1.87 CR
31/07/2020	Pension Drawdown - Paid		1.87		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Account Based Pension 9</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	Pension Drawdown - Net			51,052.03	51,052.03 CR
31/07/2020	Pension Drawdown - Paid		51,052.03		0.00 CR
04/08/2020	Closing Balance				0.00

**Hathaway Super Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2020 to 4 August 2020**

Date	Description	Quantity	Debits	Credits	Balance
<b>Liabilities</b>					
<b>Income Tax Suspense</b>					
01/07/2020	Opening Balance				0.00
31/07/2020	2020 Tax Liability paid upon wind up			2,119.30	2,119.30 CR
31/07/2020	2020 Tax Liability paid upon wind up		10.00		2,109.30 CR
31/07/2020	2020 Tax Liability paid upon wind up		2,109.30		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Income Tax Payable</b>					
<b>Income Tax Payable</b>					
01/07/2020	Opening Balance				1,860.29 CR
31/07/2020	2020 Tax Liability paid upon wind up		1,860.29		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Provision for Income Tax</b>					
01/07/2020	Opening Balance				0.00
30/07/2020	Tax Effect Of Income			8.55	8.55 CR
03/08/2020	Tax Effect Of Income		8.55		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Fund Suspense</b>					
<b>Family First Credit Union</b>					
01/07/2020	Opening Balance				0.00
01/07/2020	L J HOOKER BELMONT			12,180.00	12,180.00 CR
01/07/2020	L J HOOKER BELMONT		12,180.00		0.00 CR
16/07/2020	L J HOOKER BELMONT			57.39	57.39 CR
16/07/2020	L J HOOKER BELMONT		57.39		0.00 CR
31/07/2020	INTEREST CREDIT			87.96	87.96 CR
31/07/2020	INTEREST CREDIT		87.96		0.00 CR
31/07/2020	L J HOOKER BELMONT			55.00	55.00 CR
31/07/2020	L J HOOKER BELMONT		55.00		0.00 CR
31/07/2020	TFER TO 902358 To R & R A HATHAWAY			2,109.30	2,109.30 CR
31/07/2020	TFER TO 902358 To R & R A HATHAWAY			123,874.57	125,983.87 CR
31/07/2020	TFER TO 902358 To R & R A HATHAWAY			302,883.23	428,867.10 CR
31/07/2020	TFER TO 902358 To R & R A HATHAWAY		428,867.10		0.00 CR
04/08/2020	TFER TO 902358 IBANK To- R & R A HATHAWAY			142.96	142.96 CR
04/08/2020	TFER TO 902358 IBANK To- R & R A HATHAWAY		142.96		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Member Entitlements</b>					
<b>Member Entitlement Accounts</b>					
<b>Mr Robert Hathaway</b>					
<b>Account Based Pension 3</b>					
01/07/2020	Opening Balance				141,773.84 CR
30/07/2020	Investment Profit or Loss			19.06	141,792.90 CR
31/07/2020	Pension Drawdown - Gross		141,792.90		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Account Based Pension 7</b>					
01/07/2020	Opening Balance				1.87 CR
31/07/2020	Pension Drawdown - Gross		1.87		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Accumulation</b>					
01/07/2020	Opening Balance				124,116.90 CR
30/07/2020	Income Taxes Allocated		8.55		124,108.35 CR
30/07/2020	Investment Profit or Loss			16.68	124,125.03 CR
31/07/2020	Member withdrawal upon wind up		123,874.57		250.46 CR
03/08/2020	Income Taxes Allocated			8.54	259.00 CR
03/08/2020	Investment Profit or Loss		116.04		142.96 CR

**Hathaway Super Fund**  
**General Ledger Account Movement**  
**For the period from 1 July 2020 to 4 August 2020**

<b>Date</b>	<b>Description</b>	<b>Quantity</b>	<b>Debits</b>	<b>Credits</b>	<b>Balance</b>
<b>Member Entitlements</b>					
04/08/2020	Member withdrawal on wind up		142.96		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Mrs Robyn Hathaway</b>					
<b>Account Based Pension 4</b>					
01/07/2020	Opening Balance				110,019.77 CR
30/07/2020	Investment Profit or Loss			14.79	110,034.56 CR
31/07/2020	Pension Drawdown - Gross		110,034.56		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Account Based Pension 8</b>					
01/07/2020	Opening Balance				1.87 CR
31/07/2020	Pension Drawdown - Gross		1.87		0.00 CR
04/08/2020	Closing Balance				0.00
<b>Account Based Pension 9</b>					
01/07/2020	Opening Balance				51,045.17 CR
30/07/2020	Investment Profit or Loss			6.86	51,052.03 CR
31/07/2020	Pension Drawdown - Gross		51,052.03		0.00 CR
04/08/2020	Closing Balance				0.00



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## Hathaway Super Fund

### Tax Accounting Reconciliation

For the period 1 July 2020 to 4 August 2020

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#### Operating Statement Profit vs. Provision for Income Tax

2020  
\$

Benefits Accrued as a Result of Operations before Income Tax (426,959.41)

**ADD:**

Lump Sums Paid 124,017.53  
Pensions Paid 302,883.23

**LESS:**

Rounding 1.35

**Taxable Income or Loss**

**(60.00)**

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	(60.00)	0.00
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	60.00	0.00
<b>Provision for Income Tax</b>		<b>0.00</b>

#### Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax 0.00

Income Tax Expense 0.00

#### Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax 0.00

Income Tax Payable (Receivable) 0.00

#### Exempt Current Pension Income Settings

Pension Exempt % (Actuarial) 0.0000%  
Pension Exempt % (Expenses) 0.0000%  
Assets Segregated For Pensions No

**Hathaway Super Fund**  
**Bank Account Movements**  
**For the period 1 July 2020 to 4 August 2020**

<b>Date</b>	<b>Description</b>	<b>Withdrawals</b>	<b>Deposits</b>	<b>Balance</b>
<b>Account: <u>Family First Credit Union (4289358)</u></b>				
1/07/2020	Opening Balance			416,629.71
01/07/2020	L J HOOKER BELMONT		12,180.00	428,809.71
16/07/2020	L J HOOKER BELMONT		57.39	428,867.10
31/07/2020	L J HOOKER BELMONT		55.00	428,922.10
31/07/2020	INTEREST CREDIT		87.96	429,010.06
31/07/2020	TFER TO 902358 To R & R A HATHAWAY	428,867.10		142.96
04/08/2020	TFER TO 902358 IBANK To- R & R A HATHAWAY	142.96		
4/08/2020	Closing Balance	<u>429,010.06</u>	<u>12,380.35</u>	<u>0.00</u>
	Transactions : 6			



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Account Summary

Account Details	Available Funds
<b>Account Number</b> 4289358 family e-savings a/c	\$0.00 Current Balance
<b>Account Name</b> THE HATHAWAY SUPER FUND P/L	\$0.00 Available Funds
<b>Last Transaction Date</b> 04 AUG 2020	

Transaction History

Date ▼	Description	Debit	Credit	Balance
04 AUG 2020	TFER to 902358 IBANK To-R & R A HATHAWAY Ref-from super fund from super fund31 JUL 20	\$142.96		\$0.00
31 JUL 2020	INTEREST CREDIT		\$87.96	\$142.96
31 JUL 2020	L J HOOKER BELMONT From: Lake Real Estate Ref: 20 33-39 Haddon Cr		\$55.00	\$55.00
31 JUL 2020	TFER TO 902358 To-R & R A HATHAWAY	\$428,867.10		\$0.00
16 JUL 2020	L J HOOKER BELMONT From: Lake Real Estate Ref: 20 33-39 Haddon Cr		\$57.39	\$428,867.10
01 JUL 2020	L J HOOKER BELMONT From: Lake Real Estate Ref: LJ Hooker Belmont30 JUN 20		\$12,180.00	\$428,809.71
30 JUN 2020	INTEREST CREDIT		\$6.58	\$416,629.71
29 JUN 2020	PEXA From: PEXA204550444D07 Ref: Settlement		\$411,896.43	\$416,623.13
26 JUN 2020	TFER TO 062821 00611561 IBANK To-Roger Hamilton Ref-Inv212 J1652 20/33 Rewire terminal of control board/dishwasher	\$99.00		\$4,726.70
26 JUN 2020	TFER TO 082514 771296487 IBANK To-B and E Burns Family Trust Ref-toilet & vanity inv 3881 Hathaway Super Fund Marks Point	\$363.00		\$4,825.70
15 JUN 2020	L J HOOKER BELMONT From: Lake Real Estate Ref: 20 33-39 Haddon Cr		\$966.72	\$5,188.70
31 MAY 2020	INTEREST CREDIT		\$0.65	\$4,221.98
29 MAY 2020	L J HOOKER BELMONT From: Lake Real Estate Ref: 20 33-39 Haddon Cr		\$747.84	\$4,221.33
18 MAY 2020	L J HOOKER BELMONT From: Lake Real Estate Ref: 20 33-39 Haddon Cr15 MAY 20		\$1,276.80	\$3,473.49
06 MAY 2020	BPAY LAKE MACQUARIE COUN IBANK Ref-00830034 #033852512	\$334.30		\$2,196.69
01 MAY 2020	L J HOOKER BELMONT		\$879.69	\$2,530.99



## Activity statement 001

Date generated	17/06/2022
Overdue	\$1,859.00 DR
Not yet due	\$0.00
Balance	\$1,859.00 DR

## Transactions

13 results found - from **01 July 2020** to **17 June 2022** sorted by **processed date** ordered **oldest to newest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Jul 2020	1 Jul 2020	General interest charge			\$192.00 DR
11 Dec 2020	30 Nov 2020	Credit transfer received from Income Tax Account		\$192.00	\$0.00
11 Dec 2020	1 Dec 2020	General interest charge			\$0.00
28 Nov 2021	22 Nov 2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$465.00		\$465.00 DR
28 Nov 2021	22 Nov 2021	Original Activity Statement for the period ending 30 Jun 21 - PAYG Instalments	\$465.00		\$930.00 DR
28 Nov 2021	22 Nov 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$1,028.00		\$1,958.00 DR
28 Nov 2021	22 Nov 2021	Original Activity Statement for the period ending 31 Dec 20 - PAYG Instalments	\$183.00		\$2,141.00 DR
28 Nov 2021	22 Nov 2021	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$183.00		\$2,324.00 DR

<b>Processed date</b>	<b>Effective date</b>	<b>Description</b>	<b>Debit (DR)</b>	<b>Credit (CR)</b>	<b>Balance</b>
1 Dec 2021	1 Dec 2021	General interest charge			\$2,324.00 DR
20 Dec 2021	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments		\$465.00	\$1,859.00 DR
4 Jan 2022	4 Jan 2022	General interest charge			\$1,859.00 DR
1 May 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22		\$0.00	\$1,859.00 DR
2 May 2022	2 May 2022	General interest charge			\$1,859.00 DR

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## Hathaway Super Fund

### Tax Accounting Reconciliation

For the period 1 July 2020 to 4 August 2020

---

#### Operating Statement Profit vs. Provision for Income Tax

2020  
\$

Benefits Accrued as a Result of Operations before Income Tax (426,959.41)

**ADD:**

Lump Sums Paid 124,017.53  
Pensions Paid 302,883.23

**LESS:**

Rounding 1.35

**Taxable Income or Loss**

**(60.00)**

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	(60.00)	0.00
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	60.00	0.00
<b>Provision for Income Tax</b>		<b>0.00</b>

#### Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax 0.00

Income Tax Expense 0.00

#### Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax 0.00

Income Tax Payable (Receivable) 0.00

#### Exempt Current Pension Income Settings

Pension Exempt % (Actuarial) 0.0000%  
Pension Exempt % (Expenses) 0.0000%  
Assets Segregated For Pensions No



## Income tax 551

---

<b>Date generated</b>	17/06/2022
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

3 results found - from **01 July 2020** to **17 June 2022** sorted by **processed date** ordered **oldest to newest**

<b>Processed date</b>	<b>Effective date</b>	<b>Description</b>	<b>Debit (DR)</b>	<b>Credit (CR)</b>	<b>Balance</b>
1 Dec 2020	30 Nov 2020	Payment received		\$2,119.30	\$2,119.30 CR
11 Dec 2020	30 Nov 2020	Credit transferred to Integrated Client Account	\$192.00		\$1,927.30 CR
11 Dec 2020	17 May 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$1,927.30		\$0.00

---

# Hathaway Super Fund

## Members Summary Report - For the period 1/07/2020 to 4/08/2020

Member's Detail		Opening Balance	Increases				Decreases				Closing Balance	
			Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out		Ben Paid
<b>Mr Robert Hathaway</b>												
1 Regency Place FLORAVILLE NSW 2280												
Accumulation	<b>Accumulation</b>	124,116.90	0.00	0.00	(99.36)	0.00	(0.01)	0.00	0.00	0.00	(124,017.53)	0.00
Pension	<b>Account Based Pension 3</b>	141,773.84	0.00	0.00	19.06	0.00	0.00	0.00	0.00	0.00	(141,792.90)	0.00
Pension	<b>Account Based Pension 7</b>	1.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1.87)	0.00
		265,892.61	0.00	0.00	(80.30)	0.00	(0.01)	0.00	0.00	0.00	(265,812.30)	0.00
<b>Mrs Robyn Hathaway</b>												
1 Regency Place FLORAVILLE NSW 2280												
Pension	<b>Account Based Pension 4</b>	110,019.77	0.00	0.00	14.79	0.00	0.00	0.00	0.00	0.00	(110,034.56)	0.00
Pension	<b>Account Based Pension 8</b>	1.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(1.87)	0.00
Pension	<b>Account Based Pension 9</b>	51,045.17	0.00	0.00	6.86	0.00	0.00	0.00	0.00	0.00	(51,052.03)	0.00
		161,066.81	0.00	0.00	21.65	0.00	0.00	0.00	0.00	0.00	(161,088.46)	0.00
		426,959.42	0.00	0.00	(58.65)	0.00	(0.01)	0.00	0.00	0.00	(426,900.76)	0.00



# Hathaway Super Fund

(ABN: 62 765 977 522)

## Member Benefit Statement

Period	Member Account Details
<b>1 July 2020 - 4 August 2020</b>	Residential Address: 1 Regency Place FLORAVILLE, NSW 2280
<b>Member</b> Number: HATH21	Date of Birth: 18 February 1951
<b>Mr Robert Hathaway</b>	Date Joined Fund: 3 February 2012
<b>Accumulation Account</b>	Eligible Service Date: 3 February 2012
<b>Accumulation</b>	Tax File Number Held: Yes
	Account Start Date: 3 February 2012

Your Account Summary	
<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>124,116.90</b>
<i>Decreases to your account:</i>	
Lump Sum Cash Payments	124,017.53
Share Of Net Fund Income	99.36
Tax on Net Fund Income	0.01
<u>Total Decreases</u>	<u>124,116.90</u>
<b>Withdrawal Benefit</b> as at 4 Aug 2020	<b>-</b>

Your Tax Components	
Tax Free	0.0000 %
Taxable - Taxed	-
Taxable - Untaxed	-

Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

**Your Insurance Benefits**  
No insurance details have been recorded

**Your Beneficiaries**  
No beneficiary details have been recorded

**For Enquiries:**

phone 0419723667 | email rhathas@bigpond.com  
mail Hathaway Super Fund, 1 Regency Place, FLORAVILLE NSW 2280

# Hathaway Super Fund

(ABN: 62 765 977 522)

## Member Benefit Statement

Period	Member Account Details
<b>1 July 2020 - 4 August 2020</b>	Residential Address: 1 Regency Place FLORAVILLE, NSW 2280
<b>Member</b> Number: HATH21	Date of Birth: 18 February 1951
<b>Mr Robert Hathaway</b>	Date Joined Fund: 3 February 2012
<b>Pension Account</b>	Eligible Service Date: 3 February 2012
<b>Account Based Pension 3</b>	Tax File Number Held: Yes
	Account Start Date: 1 July 2014

Your Account Summary	
<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>141,773.84</b>
<i>Increases to your account:</i>	
Share Of Net Fund Income	19.06
<u>Total Increases</u>	<u>19.06</u>
<i>Decreases to your account:</i>	
Pension Payments	141,792.90
<u>Total Decreases</u>	<u>141,792.90</u>
<b>Withdrawal Benefit</b> as at 4 Aug 2020	<b>-</b>

Your Tax Components	
Tax Free	0.0000 %
Taxable - Taxed	-
Taxable - Untaxed	-
Your Preservation Components	
Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-
Your Insurance Benefits	
No insurance details have been recorded	
Your Beneficiaries	
No beneficiary details have been recorded	

### For Enquiries:

phone 0419723667 | email rhathas@bigpond.com  
mail Hathaway Super Fund, 1 Regency Place, FLORAVILLE NSW 2280

# Hathaway Super Fund

(ABN: 62 765 977 522)

## Member Benefit Statement

Period	Member Account Details
<b>1 July 2020 - 4 August 2020</b>	Residential Address: 1 Regency Place FLORAVILLE, NSW 2280
<b>Member</b> Number: HATH21	Date of Birth: 18 February 1951
<b>Mr Robert Hathaway</b>	Date Joined Fund: 3 February 2012
<b>Pension Account</b>	Eligible Service Date: 3 February 2012
<b>Account Based Pension 7</b>	Tax File Number Held: Yes
	Account Start Date: 18 August 2017

### Your Account Summary

<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>1.87</b>
<i>Decreases to your account:</i>	
Pension Payments	1.87
<u>Total Decreases</u>	<u>1.87</u>
<b>Withdrawal Benefit</b> as at 4 Aug 2020	<b>-</b>

### Your Tax Components

Tax Free	0.0000 %	-
Taxable - Taxed		-
Taxable - Untaxed		-

### Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

### Your Insurance Benefits

No insurance details have been recorded

### Your Beneficiaries

No beneficiary details have been recorded

#### For Enquiries:

phone 0419723667 | email [rhathas@bigpond.com](mailto:rhathas@bigpond.com)  
mail Hathaway Super Fund, 1 Regency Place, FLORAVILLE NSW 2280

# Hathaway Super Fund

(ABN: 62 765 977 522)

## Member Benefit Statement

Period	Member Account Details
<b>1 July 2020 - 4 August 2020</b>	Residential Address: 1 Regency Place FLORAVILLE, NSW 2280
<b>Member</b> Number: HATH22	Date of Birth: 15 October 1950
<b>Mrs Robyn Hathaway</b>	Date Joined Fund: 3 February 2012
<b>Pension Account</b>	Eligible Service Date: 3 February 2012
<b>Account Based Pension 4</b>	Tax File Number Held: Yes
	Account Start Date: 1 July 2014

### Your Account Summary

<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>110,019.77</b>
<i>Increases to your account:</i>	
Share Of Net Fund Income	14.79
<u>Total Increases</u>	<u>14.79</u>
<i>Decreases to your account:</i>	
Pension Payments	110,034.56
<u>Total Decreases</u>	<u>110,034.56</u>
<b>Withdrawal Benefit</b> as at 4 Aug 2020	<b>-</b>

### Your Tax Components

Tax Free	0.0000 %	-
Taxable - Taxed		-
Taxable - Untaxed		-

### Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

### Your Insurance Benefits

No insurance details have been recorded

### Your Beneficiaries

No beneficiary details have been recorded

#### For Enquiries:

phone 0419723667 | email [rhathas@bigpond.com](mailto:rhathas@bigpond.com)  
mail Hathaway Super Fund, 1 Regency Place, FLORAVILLE NSW 2280

# Hathaway Super Fund

(ABN: 62 765 977 522)

## Member Benefit Statement

Period	Member Account Details
1 July 2020 - 4 August 2020	Residential Address: 1 Regency Place FLORAVILLE, NSW 2280
Member Number: HATH22	Date of Birth: 15 October 1950
Mrs Robyn Hathaway	Date Joined Fund: 3 February 2012
Pension Account	Eligible Service Date: 3 February 2012
Account Based Pension 8	Tax File Number Held: Yes
	Account Start Date: 18 August 2017

### Your Account Summary

Withdrawal Benefit as at 1 Jul 2020	1.87
<i>Decreases to your account:</i>	
Pension Payments	1.87
<u>Total Decreases</u>	<u>1.87</u>
Withdrawal Benefit as at 4 Aug 2020	<u><u>-</u></u>

### Your Tax Components

Tax Free	0.0000 %	-
Taxable - Taxed		-
Taxable - Untaxed		-

### Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

### Your Insurance Benefits

No insurance details have been recorded

### Your Beneficiaries

No beneficiary details have been recorded

#### For Enquiries:

phone 0419723667 | email [rhathas@bigpond.com](mailto:rhathas@bigpond.com)  
mail Hathaway Super Fund, 1 Regency Place, FLORAVILLE NSW 2280

# Hathaway Super Fund

(ABN: 62 765 977 522)

## Member Benefit Statement

Period	Member Account Details
<b>1 July 2020 - 4 August 2020</b>	Residential Address: 1 Regency Place FLORAVILLE, NSW 2280
<b>Member</b> Number: HATH22	Date of Birth: 15 October 1950
<b>Mrs Robyn Hathaway</b>	Date Joined Fund: 3 February 2012
<b>Pension Account</b>	Eligible Service Date: 3 February 2012
<b>Account Based Pension 9</b>	Tax File Number Held: Yes
	Account Start Date: 1 July 2019

### Your Account Summary

<b>Withdrawal Benefit</b> as at 1 Jul 2020	<b>51,045.17</b>
<i>Increases to your account:</i>	
Share Of Net Fund Income	6.86
<b><u>Total Increases</u></b>	<b>6.86</b>
<i>Decreases to your account:</i>	
Pension Payments	51,052.03
<b><u>Total Decreases</u></b>	<b>51,052.03</b>
<b>Withdrawal Benefit</b> as at 4 Aug 2020	<b>-</b>

### Your Tax Components

Tax Free	0.0000 %	-
Taxable - Taxed		-
Taxable - Untaxed		-

### Your Preservation Components

Preserved	-
Restricted Non Preserved	-
Unrestricted Non Preserved	-

### Your Insurance Benefits

No insurance details have been recorded

### Your Beneficiaries

No beneficiary details have been recorded

#### For Enquiries:

phone 0419723667 | email [rhathas@bigpond.com](mailto:rhathas@bigpond.com)  
mail Hathaway Super Fund, 1 Regency Place, FLORAVILLE NSW 2280

**Hathaway Super Fund**  
**Pension Withdrawal Limits**  
**For the Period 1 July 2020 to 30 June 2021**

**Mr Robert Hathaway**

**YTD Summaries**

	Drawdowns to date	Rqd. for Minimum	Minimum	Rqd for Plan	Plan*	Remaining until Max	Maximum	Tax Free %
Account Based Pension 3	141,792.90	OK!	3,540.00	OK!	3,540.00	0.00	0.00	41.62%
Account Based Pension 7	1.87	OK!	0.00	OK!	0.00	0.00	0.00	100.00%
<b>Totals</b>								
Gross Drawdowns	141,794.77	0.00	3,540.00	0.00	3,540.00			
PAYG Tax	0.00	0.00	0.00	0.00	0.00			
Net Drawdowns	141,794.77	0.00	3,540.00	0.00	3,540.00			

Footnotes:

\*The plan amount is the annual pension review amount or the minimum amount where no review amount is recorded.

**Pension Payments**

Account Based Pension 3

Date	Gross Amount	PAYG	Net Amount	Description
31/07/2020	141,792.90	0.00	141,792.90	part of \$428,867.10 TFER TO 902358 To R & R A HATHAW
<b>Totals:</b>	<b>141,792.90</b>	<b>0.00</b>	<b>141,792.90</b>	

Account Based Pension 7

Date	Gross Amount	PAYG	Net Amount	Description
31/07/2020	1.87	0.00	1.87	part of \$428,867.10 TFER TO 902358 To R & R A HATHAW
<b>Totals:</b>	<b>1.87</b>	<b>0.00</b>	<b>1.87</b>	

**Hathaway Super Fund**  
**Pension Withdrawal Limits**  
**For the Period 1 July 2020 to 30 June 2021**

**Mrs Robyn Hathaway**

**YTD Summaries**

	Drawdowns to date	Rqd. for Minimum	Minimum	Rqd for Plan	Plan*	Remaining until Max	Maximum	Tax Free %
Account Based Pension 4	110,034.56	OK!	2,750.00	OK!	2,750.00	0.00	0.00	51.92%
Account Based Pension 8	1.87	OK!	0.00	OK!	0.00	0.00	0.00	100.00%
Account Based Pension 9	51,052.03	OK!	1,280.00	OK!	1,280.00	0.00	0.00	50.34%
<b>Totals</b>								
Gross Drawdowns	161,088.46	0.00	4,030.00	0.00	4,030.00			
PAYG Tax	0.00	0.00	0.00	0.00	0.00			
Net Drawdowns	161,088.46	0.00	4,030.00	0.00	4,030.00			

Footnotes:

\*The plan amount is the annual pension review amount or the minimum amount where no review amount is recorded.

**Pension Payments**

Account Based Pension 4

Date	Gross Amount	PAYG	Net Amount	Description
31/07/2020	110,034.56	0.00	110,034.56	part of \$428,867.10 TFER TO 902358 To R & R A HATHAW
<b>Totals:</b>	<b>110,034.56</b>	<b>0.00</b>	<b>110,034.56</b>	

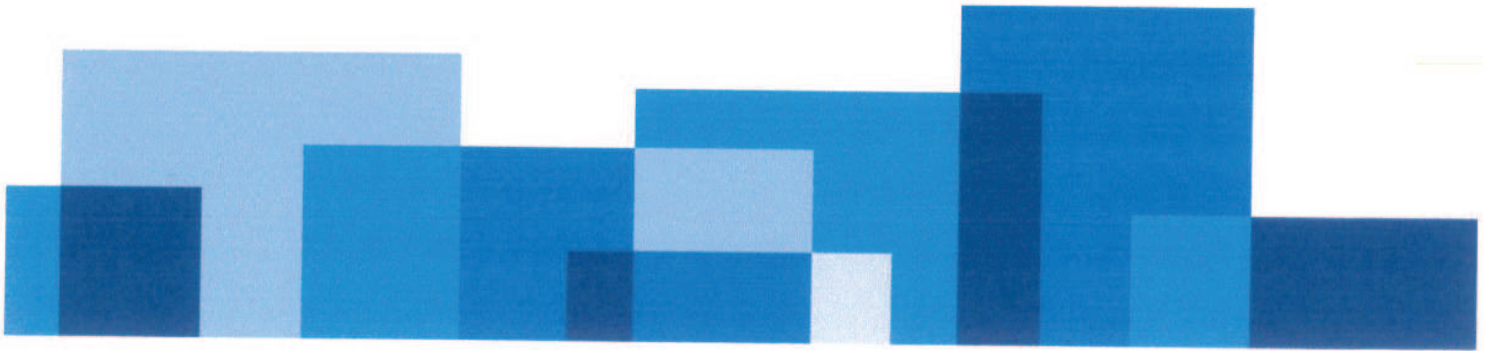
Account Based Pension 8

Date	Gross Amount	PAYG	Net Amount	Description
31/07/2020	1.87	0.00	1.87	part of \$428,867.10 TFER TO 902358 To R & R A HATHAW
<b>Totals:</b>	<b>1.87</b>	<b>0.00</b>	<b>1.87</b>	

Account Based Pension 9

Date	Gross Amount	PAYG	Net Amount	Description
31/07/2020	51,052.03	0.00	51,052.03	part of \$428,867.10 TFER TO 902358 To R & R A HATHAW
<b>Totals:</b>	<b>51,052.03</b>	<b>0.00</b>	<b>51,052.03</b>	





# Financial Statements

For the year ended 30 June 2020



18 November 2020

The Trustee(s)  
Hathaway Super Fund  
PO Box 59  
MUDGEE NSW 2850

Dear Trustee

### Management Report 2020 Audit

I have completed the 2020 audit as requested and have issued an unqualified report based on the input and transactions for the financial year 01 July 2019 to 30 June 2020. Please find enclosed the Audit Representation Letter for 2020. Would you please, as Trustee(s) of the Fund, read the letter, then sign it and return it to me. Could you also provide to me a signed copy of the Annual Income Tax Return and the Financial Statements for the financial year ending June 2020? It is a requirement of the SIS Act that all assets be valued at market value, please ensure that appropriate valuations are obtained each year.

During the course of my audit, I found that there may be a material change related to events or conditions, subsequent to balance date but before finalizing my audit. Due to COVID - 19 significant change in asset values of the fund may occur after the balance date. This potential change in asset value may materially impact the assets of the fund. Due to the rapid and ongoing changes, the extent of any decline cannot be determined at this time.

The aforementioned events may impact on the future income capacity, and the capacity of the fund to meet future obligations. We recommend that Trustees review the investment strategy of the fund in the light of COVID-19.

Regulation 4.09 of the Superannuation Industry (Supervision) Regulations 1994 (SISR) requires trustees to formulate an investment strategy. Requirement of the legislation are that a trustee must consider:

- diversification of the fund's investments and the risks associated with inadequate diversification; and
- that other relevant factors were considered such as the risk involved in making, holding and realising and the likely return from the investments having regard to the fund's objectives and expected cash flow requirements;
- the liquidity of the SMSF's investments, having regard to its expected cash flow requirements and ability to discharge its existing and prospective liabilities; and
- whether the trustees considered holding insurance for one or more of the members.

Should you have any further queries, please do not hesitate to contact me.

Yours faithfully,

  
Frans Van Der Merwe  
**ASTUTE SMSF AUDITING**

2 Tarawara Street  
Bomaderry NSW 2541  
ABN 11 450 133 960

T. (02) 4422 1807  
F. (02) 4422 1879  
M. 0425 722 204

[audits@smsf-audits.net.au](mailto:audits@smsf-audits.net.au)  
[audits@astutesmsfauditing.au](mailto:audits@astutesmsfauditing.au)  
[astutesmsfauditing.com.au](http://astutesmsfauditing.com.au)



# Hathaway Super Fund

## Independent Auditor's Report

For the Year Ended 30 June 2020

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**Approved SMSF auditor details**

Name: Frans Van Der Merwe

Business postal address: 2 Tarawara Street Bomaderry NSW 2541

Business name: Astute SMSF Auditing

SMSF auditor number (SAN): 100054439

Professional organisation: NTAA

Professional membership or registration number: 26345

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**Self-managed superannuation fund details**

Self-managed superannuation fund (SMSF) name: Hathaway Super Fund

Australian business number (ABN) or tax file number (TFN) 62 765 977 522

Address: PO Box 59, Mudgee NSW 2850

Year of income being audited: 2020

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**To the SMSF trustees**

To the SMSF trustees of: Hathaway Super Fund

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## **Part A: Financial report**

### **Opinion**

I have audited the special purpose financial report of the Hathaway Super Fund comprising the statement of financial position as at 30 June 2020, and the operating statement, a summary of significant accounting policies and other explanatory notes.

In my opinion, the financial report presents fairly in all material respects, in accordance with the accounting policies described in the notes to the financial report, the financial position of the fund at 30 June 2020 and the results of its operations for the year then ended.

### **Basis for Opinion**

My audit has been conducted in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the Approved SMSF Auditor's Responsibilities for the Audit of the Financial Report section of this report. I am independent of the SMSF in accordance with the auditor independence requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (including Independence Standards) (the Code) that are relevant to this audit and as required by the Superannuation Industry (Supervision) Regulations 1994 (SISR). I have also fulfilled my other ethical responsibilities in accordance with the Code.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### **Emphasis of Matter – Basis of accounting**

I draw attention to note 1 of the financial report, which describes the basis of accounting. The financial report has been prepared to assist (name of superannuation fund) meet the requirements of the SMSF's governing rules, the Superannuation Industry (Supervision) Act 1993 (SISA) and the SISR. As a result, the financial report may not be suitable for other purposes and should not be distributed to parties other than the trustees. My opinion is not modified in respect of this matter.

### **Responsibilities of SMSF trustees for the financial report**

Each SMSF trustee (individual trustee or director of the corporate trustee) is responsible for the preparation and fair presentation of the financial report in accordance with the financial reporting requirements of the SMSF's governing rules, the SISA and the SISR. Each trustee is also responsible for such internal controls as they determine are necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the trustees are responsible for assessing the fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the trustees intend to wind-up the fund or have not realistic alternative but to do so.

Each SMSF trustee is responsible for overseeing the fund's financial reporting process.

## Approved SMSF auditor's responsibilities for the audit of the financial report

My objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of trustees taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, I exercise professional judgment and maintain professional scepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of an internal control.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of trustees' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the fund's ability to continue as a going concern. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial report or if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

I have communicated with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that I may identify during the audit.

## **Part B: Compliance report**

### **Opinion**

I have undertaken a reasonable assurance engagement on Hathaway Super Fund's compliance, in all material respects, with the applicable provisions of the SISA and the SISR as listed below ("the listed provisions") for the year ended 30 June 2020

Sections: 17A, 35AE, 35B, 35C(2), 62, 65, 66, 67, 67A, 67B, 82-85, 103, 104, 104A, 105, 109, 126K

Regulations: 1.06(9A), 4.09, 4.09A, 5.03, 5.08, 6.17, 7.04, 8.02B, 13.12, 13.13, 13.14, 13.18AA

In my opinion, each trustee of Hathaway Super Fund has complied in all material respects, with the listed provisions, for the year ended 30 June 2020.

### **Basis for Opinion**

I have conducted my engagement in accordance with Standard on Assurance Engagements ASAE 3100 Compliance Engagements issued by the Auditing and Assurance Standards Board.

I believe that the evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### **Independence and quality control**

I have complied with the independence and other ethical requirements relating to assurance engagements, and applied Auditing Standards ASQC 1 Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, and Other Assurance Engagements in undertaking this assurance engagement.

### **SMSF trustees' responsibilities**

Each SMSF trustee is responsible for complying with the listed provisions and for the identification of risks that threaten compliance with the listed provisions, controls which will mitigate those risks and monitoring ongoing compliance.

### **Approved SMSF auditor's responsibilities**

My responsibility is to express an opinion on the trustees' compliance, in all material respects, with the listed provisions, for the year ended 30 June 2020. ASAE 3100 Compliance Engagements requires that I plan and perform my procedures to obtain reasonable assurance about whether the trustee have complied, in all material respects, with the listed provisions for the year ended 30 June 2020.

An assurance engagement to report on the trustees' compliance with the listed provisions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the compliance requirements. The procedures selected depend on my judgement, including the identification and assessment of risks of material non-compliance.

My procedures included examination, on a test basis, of evidence supporting compliance with those requirements of the listed provisions for the year ended 30 June 2020.

These tests have not been performed continuously throughout the period, were not designed to detect all instances of non-compliance, and have not covered any other provisions of the SISA and the SISR apart from those specified.

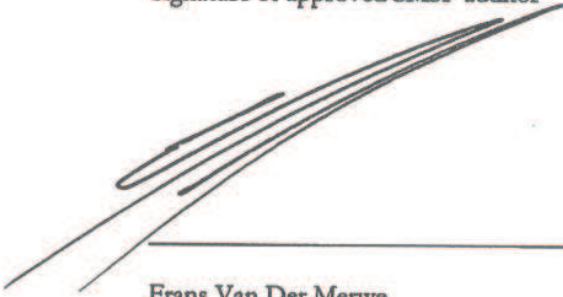
**Inherent limitations**

Due to the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the listed provisions may occur and not be detected.

A reasonable assurance engagement for the year ended 30 June 2020 does not provide assurance on whether compliance with the listed provisions will continue in the future.

**Signature**

Signature of approved SMSF auditor



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Frans Van Der Merwe

Date

18 November 2020



## Appendix 1 – Explanation of listed sections and regulations in compliance report

This appendix is included to assist with the meaning of the legislation and regulations listed above

Section or Regulation	Explanation
S17A	The fund must meet the definition of an SMSF
S35AE	The trustees must keep and maintain accounting records for a minimum of five years
S35B	The trustees must prepare, sign and retain accounts and statements
S35C(2)	The trustees must provide the auditor with the necessary documents to complete the audit in a timely and professional manner; and within 14 days of a written request from the auditor
S62	The fund must be maintained for the sole purpose of providing benefits to any or all of the following: <ul style="list-style-type: none"> <li>• fund members upon their retirement</li> <li>• fund members upon reaching a prescribed age</li> <li>• the dependants of a fund member in the case of the member's death before retirement</li> </ul>
S65	The trustees must not loan monies or provide financial assistance to any member or relative at any time during the financial year
S66	The trustees must not acquire any assets (not listed as an exception) from any member or related party of the fund
S67	The trustees of the fund must not borrow any money or maintain an existing borrowing (not listed as an exception)
S67A & 67B	The fund must comply with the limited recourse borrowing arrangement rules when borrowing to purchase single acquirable asset or replacement assets (not listed as an exception to the borrowing rules)
S82-85	The trustees must comply with the in-house asset rules
S103	The trustees must keep minutes of all meetings and retain the minutes for a minimum of 10 years
S104	The trustees must keep up to date records of all trustee or director of corporate trustee changes and trustee consents for a minimum of 10 years

S104A	Trustees who became a trustee on or after 1 July 2007 must sign and retain a trustee declaration
S105	The trustees must ensure that copies of all member or beneficiary reports are kept for a minimum of 10 years
S109	All investment transactions must be made and maintained at arms- length – that is, purchase, sale price and income from an asset reflects a true market value/rate of return
S126K	A disqualified person cannot be a trustee, investment manager or custodian of a superannuation fund
Sub Reg 1.06 (9A)	Pension payments must be made at least annually, and must be at least the amount calculated under Schedule 7
Reg 4.09	Trustees must formulate, regularly review and give effect to an investment strategy for the fund
Reg 4.09A	The assets of the SMSF must be held separately from any assets held by the trustee personally or by a standard employer sponsor or an associate of the standard employer sponsor
Reg 5.03	Investment returns must be allocated to members in a manner that is fair and reasonable
Reg 5.08	Member minimum benefits must be maintained in the fund until transferred, rolled over, allotted (to the member's spouse) or cashed out in a permitted fashion
Reg 6.17	Payments of member benefits must be made in accordance with Part 6 or Part 7A of the regulations and be permitted by the trust deed
Reg 7.04	Contributions can only be accepted in accordance with the applicable rules for the year being audited
Reg 8.02B	When preparing accounts and statements required by subsection 35B(1) of SISA, an asset must be valued at its market value
Reg 13.12	Trustees must not recognise an assignment of a super interest of a member or beneficiary
Reg 13.13	Trustees must not recognise a charge over or in relation to a member's benefits
Reg 13.14	Trustees must not give a charge over, or in relation to, an asset of the fund
Reg 13.18AA	Investments in collectables and personal use assets must be maintained in accordance with prescribed rules

# Operating Statement

For the year ended 30 June 2020

	Note	2020 \$	2019 \$
<b>REVENUE</b>			
<b>Investment Revenue</b>			
Property - Residential	1	21,710	21,265
		<b>21,710</b>	<b>21,265</b>
<b>Other Revenue</b>			
Cash at Bank	2	20	95
Market Movement Realised	3	47,344	-
		<b>47,364</b>	<b>95</b>
<b>Total Revenue</b>		<b>69,074</b>	<b>21,360</b>
<b>EXPENSES</b>			
<b>General Expense</b>			
Fund Administration Expenses	4	2,166	1,868
Property / Real Estate Expenses	5	7,148	6,925
Fund Lodgement Expenses	6	259	259
		<b>9,573</b>	<b>9,052</b>
<b>BENEFITS ACCRUED AS A RESULT OF OPERATIONS BEFORE INCOME TAX</b>		<b>59,501</b>	<b>12,308</b>
<b>Tax Expense</b>			
Fund Tax Expenses	7	2,040	553
		<b>2,040</b>	<b>553</b>
<b>BENEFITS ACCRUED AS A RESULT OF OPERATIONS</b>		<b>57,461</b>	<b>11,755</b>

This Statement is to be read in conjunction with the notes to the Financial Statements

## Statement of Financial Position

As at 30 June 2020

	Note	2020 \$	2019 \$
<b>INVESTMENTS</b>			
Australian Unlisted Shares	8	10	10
Property - Residential	9	-	375,000
		<b>10</b>	<b>375,010</b>
<b>OTHER ASSETS</b>			
Other Assets	10	12,180	-
Cash at Bank	11	416,630	3,287
Future Income Tax Benefit		-	180
		<b>428,810</b>	<b>3,467</b>
<b>TOTAL ASSETS</b>			
		<b>428,820</b>	<b>378,477</b>
<b>LIABILITIES</b>			
Provisions for Tax - Fund	13	1,860	733
Financial Position Rounding		1	-
		<b>1,861</b>	<b>733</b>
<b>TOTAL LIABILITIES</b>			
		<b>1,861</b>	<b>733</b>
<b>NET ASSETS AVAILABLE TO PAY BENEFITS</b>			
		<b>426,959</b>	<b>377,744</b>
<b>REPRESENTED BY: LIABILITY FOR MEMBERS' BENEFITS</b>			
Allocated to Members' Accounts	14	426,959	377,744
		<b>426,959</b>	<b>377,744</b>

This Statement is to be read in conjunction with the notes to the Financial Statements

THE HATHAWAY SUPER FUND

Notes to the Financial Statements

For the year ended 30 June 2020

	2020 \$	2019 \$
<b>Note 1: Property - Residential</b>		
20/33-39 Haddon Crescent, Marks Point	21,710	21,265
	<b>21,710</b>	<b>21,265</b>
<b>Note 2: Cash at Bank</b>		
Interest - Cash at Bank	20	95
	<b>20</b>	<b>95</b>
<b>Note 3: Market Movement Realised</b>		
Market Movement Realised - Real Property	47,344	-
	<b>47,344</b>	<b>-</b>
<b>Note 4: Fund Administration Expenses</b>		
Accountancy Fees	1,320	1,155
Actuarial Fees	132	-
Audit Fees	440	440
Trustee Expenses	274	273
	<b>2,166</b>	<b>1,868</b>
<b>Note 5: Property / Real Estate Expenses</b>		
Property - Water Charges	1,175	322
Property - Agent Fees / Commissions	1,965	1,870
Property - Body Corporate Fees	1,742	2,210
Property - Insurance	230	-
Property - Rates	1,284	1,358
Property - Repairs & Maintenance	752	769
Property - Valuation Fee	-	396
	<b>7,148</b>	<b>6,925</b>
<b>Note 6: Fund Lodgement Expenses</b>		
ATO Annual Return Fee - Supervisory levy	259	259
	<b>259</b>	<b>259</b>
<b>Note 7: Fund Tax Expenses</b>		
Income Tax Expense	1,860	733
Tax Accrued During Period (Deferred Tax)	180	(180)
	<b>2,040</b>	<b>553</b>
<b>Note 8: Australian Unlisted Shares</b>		
Family First Credit Union	10	10
	<b>10</b>	<b>10</b>

THE HATHAWAY SUPER FUND

Notes to the Financial Statements

For the year ended 30 June 2020

	2020 \$	2019 \$
<b>Note 9: Property - Residential</b>		
20/33-39 Haddon Crescent, Marks Point	-	375,000
	-	<b>375,000</b>
<b>Note 10: Other Assets</b>		
Outstanding Deposits	12,180	-
	<b>12,180</b>	-
<b>Note 11: Cash at Bank</b>		
Family First Credit Union	416,630	3,287
	<b>416,630</b>	<b>3,287</b>
<b>Note 12: Sundry Debtors - Fund Level</b>		
	-	-
<b>Note 13: Provisions for Tax - Fund</b>		
Provision for Income Tax (Fund)	1,860	733
	<b>1,860</b>	<b>733</b>
<b>Note 14A: Movements in Members' Benefits</b>		
Liability for Members' Benefits Beginning:	377,744	377,460
Add: Increase (Decrease) in Members' Benefits	57,459	11,756
Less: Benefit Paid	8,244	11,471
<b>Liability for Members' Benefits End</b>	<b>426,959</b>	<b>377,744</b>
<b>Note 14B: Members' Other Details</b>		
Total Unallocated Benefits	-	-
Total Forfeited Benefits	-	-
Total Preserved Benefits	-	-
Total Vested Benefits	426,959	377,744

# Investment Summary

As at 30 June 2020

Investment	Code	Units	Average Unit Cost \$	Market Price \$	Actual Cost \$	Market Value \$	Gain / Loss \$	Gain / Loss %	Portfolio Weight %
<b>Cash</b>									
Family First Credit Union					416,629.71	416,629.71	-	-	100.00
<b>Unlisted Shares &amp; Equities</b>					416,629.71	416,629.71	-	-	100.00
Family First Credit Union		1,0000	10,0000	10,0000	10,00	10,00	-	-	
<b>Total Investments</b>					<b>416,639.71</b>	<b>416,639.71</b>	-	-	<b>100.00</b>

Actual Cost \$ stated in this report is not the cost base for Capital Gains Tax purposes. Refer to the Accrued Capital Gains report for the Capital Gains Tax cost base.  
 Gain / Loss \$ is equal to Market Value \$ less Actual Cost \$  
 Gain / Loss % is equal to Gain Loss \$ divided by Actual Cost \$, expressed as a percentage.

## THE HATHAWAY SUPER FUND

### Trustee Declaration

For the year ended 30 June 2020

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The directors of the trustee company have determined that the fund is not a reporting entity. The directors of the trustee company have determined that the special purpose financial statements should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

In the opinion of the directors of the trustee company:

- i. The financial statements, notes to the financial statements and member statements for the 30 June 2020 present fairly, in all material respects, the financial position of the superannuation fund at 30 June 2020 and the results of its operations for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements;
- ii. The financial statements and member statements have been prepared in accordance with the requirements of the Trust Deed; and
- iii. The operation of the Superannuation Fund has been carried out in accordance with its Trust Deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2020.

Signed in accordance with a resolution of the directors of the trustee company by:

\_\_\_\_\_  
Robert Hathaway

\_\_\_\_\_  
Robyn Hathaway

Date: \_\_\_/\_\_\_/\_\_\_



THE HATHAWAY SUPER FUND

# Member Account Balances

For the year ended 30 June 2020

Member Accounts	Opening Balance	Transfers & Tax Free Contributions	Taxable Contributions	Transfers to Pension Membership	Less: Member Tax	Less: Member Expenses	Less: Withdrawals	Distributions	Closing Balance
<b>Hathaway, Robert (69)</b>									
<b>Accumulation</b>									
Accum (00001)	107,513.84	-	-	-	-	-	-	16,603.06	124,116.90
<b>Pension</b>									
ABP (00003) - 41.62%	126,095.04	-	-	-	-	-	3,446.26	19,125.06	141,773.84
ABP (00005) - 38.11%	28.53	-	-	-	-	-	29.32	0.79	-
ABP (00007) - 100.00%	397.41	-	-	-	-	-	400.29	4.75	1.87
	<b>126,520.98</b>						<b>3,875.87</b>	<b>19,130.60</b>	<b>141,775.71</b>
	<b>234,034.82</b>						<b>3,875.87</b>	<b>35,733.66</b>	<b>265,892.61</b>
<b>Hathaway, Robyn (69)</b>									
<b>Accumulation</b>									
Accum (00002)	45,614.89	-	-	(45,618.51)	-	-	-	3.62	-
<b>Pension</b>									
ABP (00004) - 51.92%	97,678.18	-	-	-	-	-	2,440.00	14,781.59	110,019.77
ABP (00006) - 40.91%	18.49	-	-	-	-	-	19.00	0.51	-
ABP (00008) - 100.00%	397.40	-	-	-	-	-	400.49	4.96	1.87
ABP (00009) - 50.34%	-	-	-	45,618.51	-	-	1,509.00	6,935.66	51,045.17
	<b>98,094.07</b>			<b>45,618.51</b>			<b>4,368.49</b>	<b>21,722.72</b>	<b>161,066.81</b>
	<b>143,708.96</b>						<b>4,368.49</b>	<b>21,726.34</b>	<b>161,066.81</b>
<b>Reserve</b>									
<b>TOTALS</b>	<b>377,743.78</b>						<b>8,244.36</b>	<b>57,460.00</b>	<b>426,959.42</b>

CALCULATED FUND EARNING RATE: 15.4443 %  
 APPLIED FUND EARNING RATE: 15.4443 %

# Member Statement

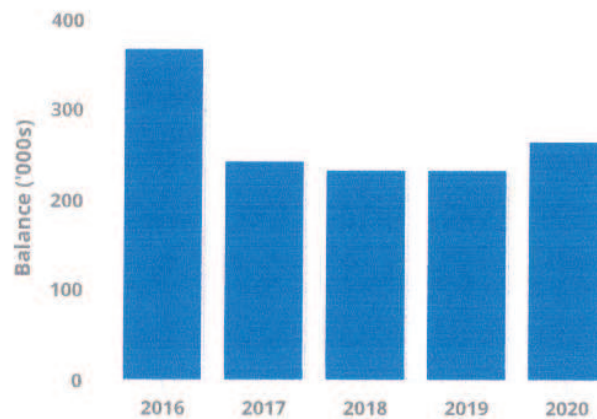
For the year ended 30 June 2020

## Member details

**Mr Robert Hathaway**  
**PO Box 262**  
**Mudgee NSW 2850**  
**AUSTRALIA**

Date of Birth: 18/02/1951  
Eligible Service Date: 03/02/2012  
Date Joined Fund: 03/02/2012  
Valid TFN Supplied: Yes

## Your recent balance history



**YOUR OPENING BALANCE**

**\$234,034.82**

**\$31,857.79**

**Balance Increase**

**YOUR CLOSING BALANCE**

**\$265,892.61**

**Your Net Fund Return**

**15.4443%**

## Your account at a glance

<b>Opening Balance as at 01/07/2019</b>	<b>\$234,034.82</b>
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$3,875.87
<b>New Earnings</b>	<b>\$35,733.66</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$265,892.61</b>

# Member Statement

For the year ended 30 June 2020

## Consolidated - Mr Robert Hathaway

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$265,892.61
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$102,397.36
Taxable Component	\$163,495.25

### YOUR INSURANCE COVER

Death Benefit	\$0.00
Disability Benefit	\$0.00
Salary Continuance (Annual Insured Benefit)	\$0.00

### YOUR TOTAL SUPERANNUATION BALANCE

Your total superannuation balance	\$265,892.61
-----------------------------------	--------------

NOTE: This amount does not include any entitlements from external super funds

### INVESTMENT RETURN

The return on your investment for the year	15.44 %
--	---------

# Member Statement

For the year ended 30 June 2020

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## Accumulation Account - Mr Robert Hathaway

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### ACCOUNT SUMMARY

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<b>Opening Balance as at 01/07/2019</b>	<b>\$107,513.84</b>
<b>New Earnings</b>	<b>\$16,603.06</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$124,116.90</b>

### ACCESS TO YOUR BENEFITS

---

Unrestricted non-preserved (Generally available to be withdrawn)	\$124,116.90
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

---

Tax Free Component	\$43,385.53
Taxable Component	\$80,731.37

# Member Statement

For the year ended 30 June 2020

## Account Based Pension - Mr Robert Hathaway

### PENSION ACCOUNT DETAILS

Member ID	00003
Pension Type	ACCOUNT
Pension Commencement Date	1/07/2014
Reversionary Pension	No

### ACCOUNT SUMMARY

<b>Opening Balance as at 01/07/2019</b>	<b>\$126,095.04</b>
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$3,446.26
<b>New Earnings</b>	<b>\$19,125.06</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$141,773.84</b>

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$141,773.84
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$59,009.96
Tax Free Proportion %	41.62%
Taxable Component	\$82,763.88

# Member Statement

For the year ended 30 June 2020

## Account Based Pension - Mr Robert Hathaway

### PENSION ACCOUNT DETAILS

Member ID	00005
Pension Type	ACCOUNT
Pension Commencement Date	31/05/2017
Reversionary Pension	No

### ACCOUNT SUMMARY

<b>Opening Balance as at 01/07/2019</b>	<b>\$28.53</b>
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$29.32
<b>New Earnings</b>	<b>\$0.79</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$0.00</b>

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$0.00
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$0.00
Tax Free Proportion %	38.11%
Taxable Component	\$0.00

# Member Statement

For the year ended 30 June 2020

## Account Based Pension - Mr Robert Hathaway

### PENSION ACCOUNT DETAILS

Member ID	00007
Pension Type	ACCOUNT
Pension Commencement Date	18/08/2017
Reversionary Pension	No

### ACCOUNT SUMMARY

<b>Opening Balance as at 01/07/2019</b>	<b>\$397.41</b>
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$400.29
<b>New Earnings</b>	<b>\$4.75</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$1.87</b>

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$1.87
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$1.87
Tax Free Proportion %	100.00%
Taxable Component	\$0.00

# Member Statement

For the year ended 30 June 2020

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## YOUR BENEFICIARY(s) - Mr Robert Hathaway

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**Robyn Hathaway (Spouse)** 100.00%

Non-Binding

## FUND CONTACT DETAILS

---

**Peter Portelli**

(02) 6372 1388

PO Box 59

MUDGEES NSW 2850

AUSTRALIA

## Important Notes



# Member Statement

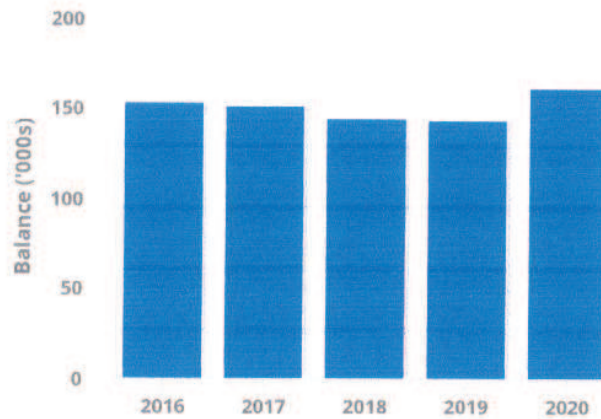
For the year ended 30 June 2020

## Member details

**Mrs Robyn Hathaway**  
**PO Box 262**  
**Mudgee NSW 2850**  
**AUSTRALIA**

Date of Birth: 15/10/1950  
 Eligible Service Date: 03/02/2012  
 Date Joined Fund: 03/02/2012  
 Valid TFN Supplied: Yes

## Your recent balance history



### YOUR OPENING BALANCE

**\$143,708.96**

**\$17,357.85**  
 Balance Increase

### YOUR CLOSING BALANCE

**\$161,066.81**

## Your Net Fund Return

15.4443%

## Your account at a glance

<b>Opening Balance as at 01/07/2019</b>	<b>\$143,708.96</b>
<b>What has been added to your account</b>	
Purchase Price of Pension	\$45,618.51
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$4,368.49
Transfers to Pension Account	\$45,618.51
<b>New Earnings</b>	<b>\$21,726.34</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$161,066.81</b>

# Member Statement

For the year ended 30 June 2020

## Consolidated - Mrs Robyn Hathaway

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$161,066.81
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$82,820.48
Taxable Component	\$78,246.33

### YOUR INSURANCE COVER

Death Benefit	\$0.00
Disability Benefit	\$0.00
Salary Continuance (Annual Insured Benefit)	\$0.00

### YOUR TOTAL SUPERANNUATION BALANCE

Your total superannuation balance	\$161,066.81
-----------------------------------	--------------

NOTE: This amount does not include any entitlements from external super funds

### INVESTMENT RETURN

The return on your investment for the year	15.44 %
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# Member Statement

For the year ended 30 June 2020

---

## Accumulation Account - Mrs Robyn Hathaway

---

### ACCOUNT SUMMARY

---

<b>Opening Balance as at 01/07/2019</b>	<b>\$45,614.89</b>
<b>What has been deducted from your account</b>	
Transfers to Pension Account	\$45,618.51
<b>New Earnings</b>	<b>\$3.62</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$0.00</b>

### ACCESS TO YOUR BENEFITS

---

Unrestricted non-preserved (Generally available to be withdrawn)	\$0.00
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

---

Tax Free Component	\$0.00
Taxable Component	\$0.00

# Member Statement

For the year ended 30 June 2020

## Account Based Pension - Mrs Robyn Hathaway

### PENSION ACCOUNT DETAILS

Member ID	00004
Pension Type	ACCOUNT
Pension Commencement Date	1/07/2014
Reversionary Pension	No

### ACCOUNT SUMMARY

<b>Opening Balance as at 01/07/2019</b>	<b>\$97,678.18</b>
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$2,440.00
<b>New Earnings</b>	<b>\$14,781.59</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$110,019.77</b>

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$110,019.77
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$57,124.92
Tax Free Proportion %	51.92%
Taxable Component	\$52,894.85

# Member Statement

For the year ended 30 June 2020

## Account Based Pension - Mrs Robyn Hathaway

### PENSION ACCOUNT DETAILS

Member ID	00006
Pension Type	ACCOUNT
Pension Commencement Date	31/05/2017
Reversionary Pension	No

### ACCOUNT SUMMARY

<b>Opening Balance as at 01/07/2019</b>	<b>\$18.49</b>
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$19.00
<b>New Earnings</b>	<b>\$0.51</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$0.00</b>

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$0.00
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$0.00
Tax Free Proportion %	40.91%
Taxable Component	\$0.00

# Member Statement

For the year ended 30 June 2020

## Account Based Pension - Mrs Robyn Hathaway

### PENSION ACCOUNT DETAILS

Member ID	00008
Pension Type	ACCOUNT
Pension Commencement Date	18/08/2017
Reversionary Pension	No

### ACCOUNT SUMMARY

<b>Opening Balance as at 01/07/2019</b>	<b>\$397.40</b>
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$400.49
<b>New Earnings</b>	<b>\$4.96</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$1.87</b>

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$1.87
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$1.87
Tax Free Proportion %	100.00%
Taxable Component	\$0.00

# Member Statement

For the year ended 30 June 2020

## Account Based Pension - Mrs Robyn Hathaway

### PENSION ACCOUNT DETAILS

Member ID	00009
Pension Type	ACCOUNT
Pension Commencement Date	1/07/2019
Reversionary Pension	No

### ACCOUNT SUMMARY

<b>Opening Balance as at 01/07/2019</b>	<b>\$0.00</b>
<b>What has been added to your account</b>	
Purchase Price of Pension	\$45,618.51
<b>What has been deducted from your account</b>	
Pension Payments During Period	\$1,509.00
<b>New Earnings</b>	<b>\$6,935.66</b>
<b>Closing Balance at 30/06/2020</b>	<b>\$51,045.17</b>

### ACCESS TO YOUR BENEFITS

Unrestricted non-preserved (Generally available to be withdrawn)	\$51,045.17
Restricted non-preserved (Generally available when you leave your employer)	\$0.00
Preserved (Generally available once you retire, after reaching your preservation age)	\$0.00

### YOUR TAX COMPONENTS

Tax Free Component	\$25,693.69
Tax Free Proportion %	50.34%
Taxable Component	\$25,351.48

# Member Statement

For the year ended 30 June 2020

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## YOUR BENEFICIARY(s) - Mrs Robyn Hathaway

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**Robert Hathaway (Spouse)** 100.00%

**Non-Binding**

## FUND CONTACT DETAILS

---

**Peter Portelli**

(02) 6372 1388

PO Box 59

MUDGEE NSW 2850

AUSTRALIA

## Important Notes





# Self-managed superannuation fund annual return 2020

## Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2020* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2020* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via [ABR.gov.au](http://ABR.gov.au) or complete the Change of details for superannuation entities form (NAT 3036).

## To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S	M	/	T	#		S	T				
---	---	---	---	---	--	---	---	--	--	--	--

- Place  in ALL applicable boxes.

### Postal address for annual returns:

Australian Taxation Office  
GPO Box 9845  
[insert the name and postcode of your capital city]

For example;

Australian Taxation Office  
GPO Box 9845  
SYDNEY NSW 2001

## Section A: Fund information

1 Tax file number (TFN)

! To assist processing, write the fund's TFN at the top of pages 3, 5, 7 and 9.

! The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

2 Name of self-managed superannuation fund (SMSF)

THE HATHAWAY SUPER FUND

3 Australian business number (ABN) (if applicable)

4 Current postal address

PO Box 59

Suburb/town

State/territory

Postcode

5 Annual return status

Is this an amendment to the SMSF's 2020 return?      A No  Yes

Is this the first required return for a newly registered SMSF?      B No  Yes





**6 SMSF auditor**

Auditor's name

Title: Mr  Mrs  Miss  Ms  Other

Family name

**Van Der Merwe**

First given name

Other given names

**Frans**

SMSF Auditor Number

Auditor's phone number

**100054439**

**0244221807**

Postal address

**PO Box 2352**

Suburb/town

**BOMADERRY**

State/territory

**NSW**

Postcode

**2541**

Date audit was completed **A**  /  /

Was Part A of the audit report qualified? **B** No  Yes

Was Part B of the audit report qualified? **C** No  Yes

If Part B of the audit report was qualified, have the reported issues been rectified? **D** No  Yes

**7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

**A Fund's financial institution account details**

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number **802207** Fund account number **100045074**

Fund account name

**Hathaway Super Fund**

I would like my tax refunds made to this account.  Go to C.

**B Financial institution account details for tax refunds**

This account is used for tax refunds. You can provide a tax agent account here.

BSB number  Account number

Account name

**C Electronic service address alias**

Provide the electronic service address alias (ESA) issued by your SMSF messaging provider. (For example, SMSFdataESAAlias). See instructions for more information.

**SuperMate**



Fund's tax file number (TFN) **On File**

- 8 Status of SMSF** Australian superannuation fund **A** No  Yes  Fund benefit structure **B** **A** Code
- Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No  Yes

**9 Was the fund wound up during the income year?**

No  Yes  If yes, provide the date on which the fund was wound up  /  /  Have all tax lodgment and payment obligations been met? No  Yes

**10 Exempt current pension income**

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label A.

No  Go to Section B: Income.

Yes  Exempt current pension income amount **A** \$  ~~✕~~

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C**  Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

**E** Yes  Go to Section B: Income.

No  Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.



## Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

### 11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No  Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2020*.

Have you applied an exemption or rollover? **M** No  Yes  Code

Net capital gain **A** \$

Gross rent and other leasing and hiring income **B** \$

Gross interest **C** \$

Forestry managed investment scheme income **X** \$

Gross foreign income <b>D1</b> \$ <input type="text" value="0"/> <input checked="" type="checkbox"/>	Net foreign income <b>D</b> \$ <input type="text" value="0"/> <input checked="" type="checkbox"/>	Loss <input type="checkbox"/>
--	---	-------------------------------

Australian franking credits from a New Zealand company **E** \$

Transfers from foreign funds **F** \$   Number

Gross payments where ABN not quoted **H** \$

Gross distribution from partnerships **I** \$   Loss

\*Unfranked dividend amount **J** \$

\*Franked dividend amount **K** \$

\*Dividend franking credit **L** \$

\*Gross trust distributions **M** \$   Code

**Calculation of assessable contributions**  
Assessable employer contributions  
**R1** \$    
plus Assessable personal contributions  
**R2** \$    
plus \*\*No-TFN-quoted contributions  
**R3** \$    
*(an amount must be included even if it is zero)*  
less Transfer of liability to life insurance company or PST  
**R6** \$

**Assessable contributions** **R** \$    
*(R1 plus R2 plus R3 less R6)*

**Calculation of non-arm's length income**  
\*Net non-arm's length private company dividends  
**U1** \$    
plus \*Net non-arm's length trust distributions  
**U2** \$    
plus \*Net other non-arm's length income  
**U3** \$

\*Other income **S** \$   Code

\*Assessable income due to changed tax status of fund **T** \$

**Net non-arm's length income** **U** \$    
*(subject to 45% tax rate U1 plus U2 plus U3)*

\*This is a mandatory label.

\*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

**GROSS INCOME** **W** \$   Loss   
*(Sum of labels A to U)*

Exempt current pension income **Y** \$

**TOTAL ASSESSABLE INCOME** **V** \$   Loss   
*(W less Y)*

## Section C: Deductions and non-deductible expenses

### 12 Deductions and non-deductible expenses

Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

	DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1	\$ 0	A2	\$ 0
Interest expenses overseas	B1	\$ 0	B2	\$ 0
Capital works expenditure	D1	\$ 0	D2	\$ 0
Decline in value of depreciating assets	E1	\$ 0	E2	\$ 0
Insurance premiums – members	F1	\$ 0	F2	\$ 0
SMSF auditor fee	H1	\$ 127	H2	\$ 312
Investment expenses	I1	\$ 2,066	I2	\$ 5,083
Management and administration expenses	J1	\$ 574	J2	\$ 1,411
Forestry managed investment scheme expense	U1	\$ 0	U2	\$ 0
Other amounts	L1	\$ 0	L2	\$ 734
Tax losses deducted	M1	\$ 0		

Code

Code



**TOTAL DEDUCTIONS**  
**N** \$ **2,767**  
 (Total A1 to M1)

**TOTAL NON-DEDUCTIBLE EXPENSES**  
**Y** \$ **7,540**  
 (Total A2 to L2)

**\*TAXABLE INCOME OR LOSS**  
**O** \$ **12,402**  Loss  
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

**TOTAL SMSF EXPENSES**  
**Z** \$ **10,307**  
 (N plus Y)

\*This is a mandatory label.



## Section D: Income tax calculation statement

**\*Important:**

Section B label R3, Section C label O and Section D labels A, T1, J, T5 and I are mandatory. If you leave these labels blank, you will have specified a zero amount.

### 13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2020* on how to complete the calculation statement.

*Taxable income	<b>A \$</b>	<input type="text" value="12,402"/>	<input checked="" type="checkbox"/>
		<i>(an amount must be included even if it is zero)</i>	
*Tax on taxable income	<b>T1 \$</b>	<input type="text" value="1,860.30"/>	
		<i>(an amount must be included even if it is zero)</i>	
*Tax on no-TFN-quoted contributions	<b>J \$</b>	<input type="text" value="0.00"/>	
		<i>(an amount must be included even if it is zero)</i>	
Gross tax	<b>B \$</b>	<input type="text" value="1,860.30"/>	
		<i>(T1 plus J)</i>	

Foreign income tax offset	<b>C1 \$</b>	<input type="text" value="0.00"/>	
Rebates and tax offsets	<b>C2 \$</b>	<input type="text" value="0.00"/>	
Non-refundable non-carry forward tax offsets	<b>C \$</b>	<input type="text" value="0.00"/>	
		<i>(C1 plus C2)</i>	

SUBTOTAL 1

**T2 \$**

*(B less C – cannot be less than zero)*

Early stage venture capital limited partnership tax offset	<b>D1 \$</b>	<input type="text" value="0.00"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	<b>D2 \$</b>	<input type="text" value="0.00"/>	
Early stage investor tax offset	<b>D3 \$</b>	<input type="text" value="0.00"/>	
Early stage investor tax offset carried forward from previous year	<b>D4 \$</b>	<input type="text" value="0.00"/>	
Non-refundable carry forward tax offsets	<b>D \$</b>	<input type="text" value="0.00"/>	
		<i>(D1 plus D2 plus D3 plus D4)</i>	
SUBTOTAL 2	<b>T3 \$</b>	<input type="text" value="1,860.30"/>	
		<i>(T2 less D – cannot be less than zero)</i>	

Complying fund's franking credits tax offset	<b>E1 \$</b>	<input type="text" value="0.00"/>	
No-TFN tax offset	<b>E2 \$</b>	<input type="text" value="0.00"/>	
National rental affordability scheme tax offset	<b>E3 \$</b>	<input type="text" value="0.00"/>	
Exploration credit tax offset	<b>E4 \$</b>	<input type="text" value="0.00"/>	
Refundable tax offsets	<b>E \$</b>	<input type="text" value="0.00"/>	
		<i>(E1 plus E2 plus E3 plus E4)</i>	

\*TAX PAYABLE **T5 \$**

*(T3 less E – cannot be less than zero)*

Section 102AAM interest charge

**G \$**



Credit for interest on early payments – amount of interest	<b>H1 \$</b>	<b>0.00</b>
Credit for tax withheld – foreign resident withholding (excluding capital gains)	<b>H2 \$</b>	<b>0.00</b>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<b>H3 \$</b>	<b>0.00</b>
Credit for TFN amounts withheld from payments from closely held trusts	<b>H5 \$</b>	<b>0.00</b>
Credit for interest on no-TFN tax offset	<b>H6 \$</b>	<b>0.00</b>
Credit for foreign resident capital gains withholding amounts	<b>H8 \$</b>	<b>0.00</b>
<b>Eligible credits</b>		<b>H \$</b>
		<b>0.00</b>
<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>		

**\*Tax offset refunds**  
(Remainder of refundable tax offsets)

**I \$** **0.00**

*(unused amount from label E – an amount must be included even if it is zero)*

PAYG instalments raised

**K \$** **0.00**

Supervisory levy

**L \$** **259.00**

Supervisory levy adjustment for wound up funds

**M \$** **0.00**

Supervisory levy adjustment for new funds

**N \$** **0.00**

**AMOUNT DUE OR REFUNDABLE**  
A positive amount at **S** is what you owe, while a negative amount is refundable to you.

**S \$** **2,119.30**

*(T5 plus G less H less I less K plus L less M plus N)*

\*This is a mandatory label.

**Section E: Losses**

**14 Losses**

**!** If total loss is greater than \$100,000, complete and attach a *Losses schedule 2020*.

Tax losses carried forward to later income years **U \$** **0** ~~X~~

Net capital losses carried forward to later income years **V \$** **0** ~~X~~



# Section F: Member information

## MEMBER 1

Title: Mr  Mrs  Miss  Ms  Other

Family name

**Hathaway**

First given name

**Robert**

Other given names

Member's TFN

See the Privacy note in the Declaration.

**On File**

Date of birth **18** / **2** / **1951**

## Contributions

OPENING ACCOUNT BALANCE \$ **234,034.82**

**!** Refer to instructions for completing these labels.

Employer contributions

**A** \$

ABN of principal employer

**A1**

Personal contributions

**B** \$

CGT small business retirement exemption

**C** \$

CGT small business 15-year exemption amount

**D** \$

Personal injury election

**E** \$

Spouse and child contributions

**F** \$

Other third party contributions

**G** \$

Proceeds from primary residence disposal

**H** \$

Receipt date

**H1**  /  /

Assessable foreign superannuation fund amount

**I** \$

Non-assessable foreign superannuation fund amount

**J** \$

Transfer from reserve: assessable amount

**K** \$

Transfer from reserve: non-assessable amount

**L** \$

Contributions from non-complying funds and previously non-complying funds

**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

**M** \$

**TOTAL CONTRIBUTIONS N** \$

(Sum of labels A to M)

## Other transactions

Allocated earnings or losses

**O** \$

Loss

Inward rollovers and transfers

**P** \$

Outward rollovers and transfers

**Q** \$

Lump Sum payments

**R1** \$

Income stream payments

**R2** \$

Code

Code

Accumulation phase account balance  
**S1** \$

Retirement phase account balance - Non CDBIS  
**S2** \$

Retirement phase account balance - CDBIS  
**S3** \$

TRIS Count

**CLOSING ACCOUNT BALANCE S** \$

(S1 plus S2 plus S3)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$



**MEMBER 2**

Title: Mr  Mrs  Miss  Ms  Other

Family name **Hathaway**

First given name **Robyn** Other given names

Member's TFN **On File** Date of birth **15** / **10** / **1950**

**Contributions**

OPENING ACCOUNT BALANCE \$ **143,708.96**

**I** Refer to instructions for completing these labels.

Employer contributions **A** \$ **0.00**

ABN of principal employer **A1**

Personal contributions **B** \$ **0.00**

CGT small business retirement exemption **C** \$ **0.00**

CGT small business 15-year exemption amount **D** \$ **0.00**

Personal injury election **E** \$ **0.00**

Spouse and child contributions **F** \$ **0.00**

Other third party contributions **G** \$ **0.00**

Proceeds from primary residence disposal **H** \$ **0.00**

Receipt date **H1** Day / Month / Year

Assessable foreign superannuation fund amount **I** \$ **0.00**

Non-assessable foreign superannuation fund amount **J** \$ **0.00**

Transfer from reserve: assessable amount **K** \$ **0.00**

Transfer from reserve: non-assessable amount **L** \$ **0.00**

Contributions from non-complying funds and previously non-complying funds **T** \$ **0.00**

Any other contributions (including Super Co-contributions and Low Income Super Amounts) **M** \$ **0.00**

**TOTAL CONTRIBUTIONS N** \$ **0.00**  
(Sum of labels **A** to **M**)



**Other transactions**

Accumulation phase account balance **S1** \$ **0.00**

Retirement phase account balance - Non CDBIS **S2** \$ **161,066.81**

Retirement phase account balance - CDBIS **S3** \$ **0.00**

**0** TRIS Count

Allocated earnings or losses **O** \$ **21,726.34**

Inward rollovers and transfers **P** \$ **0.00**

Outward rollovers and transfers **Q** \$ **0.00**

Lump Sum payments **R1** \$ **0.00**

Income stream payments **R2** \$ **4,368.49**

**CLOSING ACCOUNT BALANCE S** \$ **161,066.81**  
(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$ **0.00**

Retirement phase value **X2** \$ **0.00**

Outstanding limited recourse borrowing arrangement amount **Y** \$ **0.00**

Loss

Code

Code **M**

**MEMBER 3**

Title: Mr  Mrs  Miss  Ms  Other

Family name

First given name  Other given names

Member's TFN  See the Privacy note in the Declaration.  Date of birth  /  /

**Contributions**

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions  
**A** \$

ABN of principal employer  
**A1**

Personal contributions  
**B** \$

CGT small business retirement exemption  
**C** \$

CGT small business 15-year exemption amount  
**D** \$

Personal injury election  
**E** \$

Spouse and child contributions  
**F** \$

Other third party contributions  
**G** \$

Proceeds from primary residence disposal  
**H** \$

Receipt date  /  /

Assessable foreign superannuation fund amount  
**I** \$

Non-assessable foreign superannuation fund amount  
**J** \$

Transfer from reserve: assessable amount  
**K** \$

Transfer from reserve: non-assessable amount  
**L** \$

Contributions from non-complying funds and previously non-complying funds  
**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)  
**M** \$

TOTAL CONTRIBUTIONS **N** \$   
(Sum of labels A to M)

**Other transactions**

Accumulation phase account balance  
**S1** \$

Retirement phase account balance - Non CDBIS  
**S2** \$

Retirement phase account balance - CDBIS  
**S3** \$

TRIS Count

Allocated earnings or losses **O** \$

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Loss

Code

Code

CLOSING ACCOUNT BALANCE **S** \$   
(S1 plus S2 plus S3)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$

**MEMBER 4**

Title: Mr  Mrs  Miss  Ms  Other

Family name

First given name  Other given names

Member's TFN  Date of birth  /  /

**Contributions**

OPENING ACCOUNT BALANCE \$

**I** Refer to instructions for completing these labels.

Employer contributions  
**A** \$   
 ABN of principal employer  
**A1**   
 Personal contributions  
**B** \$   
 CGT small business retirement exemption  
**C** \$   
 CGT small business 15-year exemption amount  
**D** \$   
 Personal injury election  
**E** \$   
 Spouse and child contributions  
**F** \$   
 Other third party contributions  
**G** \$

Proceeds from primary residence disposal  
**H** \$   
 Receipt date  /  /   
**H1**   
 Assessable foreign superannuation fund amount  
**I** \$   
 Non-assessable foreign superannuation fund amount  
**J** \$   
 Transfer from reserve: assessable amount  
**K** \$   
 Transfer from reserve: non-assessable amount  
**L** \$   
 Contributions from non-complying funds and previously non-complying funds  
**T** \$   
 Any other contributions (including Super Co-contributions and Low Income Super Amounts)  
**M** \$

**TOTAL CONTRIBUTIONS N** \$   
 (Sum of labels **A** to **M**)

**Other transactions**

Accumulation phase account balance  
**S1** \$   
 Retirement phase account balance - Non CDBIS  
**S2** \$   
 Retirement phase account balance - CDBIS  
**S3** \$

Allocated earnings or losses **O** \$   
 Inward rollovers and transfers **P** \$   
 Outward rollovers and transfers **Q** \$   
 Lump Sum payments **R1** \$   
 Income stream payments **R2** \$

Loss   
 Code   
 Code

TRIS Count **CLOSING ACCOUNT BALANCE S** \$   
 (**S1 plus S2 plus S3**)

Accumulation phase value **X1** \$   
 Retirement phase value **X2** \$   
 Outstanding limited recourse borrowing arrangement **Y** \$

# Section G: Supplementary member information

## MEMBER 5

Title: Mr  Mrs  Miss  Ms  Other

Account status  Code

Family name

First given name

Other given names

Member's TFN  
See the Privacy note in the Declaration.

Date of birth  
Day / Month / Year  
 /  /

If deceased, date of death  
Day / Month / Year  
 /  /

### Contributions

OPENING ACCOUNT BALANCE \$

**1** Refer to instructions for completing these labels.

Employer contributions  
**A** \$

ABN of principal employer  
**A1**

Personal contributions  
**B** \$

CGT small business retirement exemption  
**C** \$

CGT small business 15-year exemption amount  
**D** \$

Personal injury election  
**E** \$

Spouse and child contributions  
**F** \$

Other third party contributions  
**G** \$

Proceeds from primary residence disposal  
**H** \$

Receipt date  
Day / Month / Year  
**H1**  /  /

Assessable foreign superannuation fund amount  
**I** \$

Non-assessable foreign superannuation fund amount  
**J** \$

Transfer from reserve: assessable amount  
**K** \$

Transfer from reserve: non-assessable amount  
**L** \$

Contributions from non-complying funds and previously non-complying funds  
**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)  
**M** \$

TOTAL CONTRIBUTIONS **N** \$   
(Sum of labels A to M)

### Other transactions

Accumulation phase account balance  
**S1** \$

Retirement phase account balance - Non CDBIS  
**S2** \$

Retirement phase account balance - CDBIS  
**S3** \$

Allocated earnings or losses **O** \$

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Loss

Code

Code

TRIS Count CLOSING ACCOUNT BALANCE **S** \$   
(S1 plus S2 plus S3)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$

**MEMBER 6**

Title: Mr  Mrs  Miss  Ms  Other

Family name

Account status  Code

First given name

Other given names

**Member's TFN**

See the Privacy note in the Declaration.

**Date of birth**

Day  / Month  / Year

**If deceased, date of death**

Day  / Month  / Year

**Contributions**

OPENING ACCOUNT BALANCE \$

**!** Refer to instructions for completing these labels.

Employer contributions

**A** \$

ABN of principal employer

**A1**

Personal contributions

**B** \$

CGT small business retirement exemption

**C** \$

CGT small business 15-year exemption amount

**D** \$

Personal injury election

**E** \$

Spouse and child contributions

**F** \$

Other third party contributions

**G** \$

Proceeds from primary residence disposal

**H** \$

Receipt date

**H1** Day  / Month  / Year

Assessable foreign superannuation fund amount

**I** \$

Non-assessable foreign superannuation fund amount

**J** \$

Transfer from reserve: assessable amount

**K** \$

Transfer from reserve: non-assessable amount

**L** \$

Contributions from non-complying funds and previously non-complying funds

**T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

**M** \$

TOTAL CONTRIBUTIONS **N** \$

(Sum of labels **A** to **M**)

**Other transactions**

Allocated earnings or losses

**O** \$

Loss

Inward rollovers and transfers

**P** \$

Outward rollovers and transfers

**Q** \$

Lump Sum payments

**R1** \$

Code

Income stream payments

**R2** \$

Code

Accumulation phase account balance **S1** \$

Retirement phase account balance - Non CDBIS **S2** \$

Retirement phase account balance - CDBIS **S3** \$

TRIS Count

CLOSING ACCOUNT BALANCE **S** \$

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement **Y** \$

**Sensitive** (when completed)



**MEMBER 7**

Title: Mr  Mrs  Miss  Ms  Other

Code

Account status

Family name

First given name

Other given names

Member's TFN  
See the Privacy note in the Declaration.

Date of birth  
Day / Month / Year  
 /  /

If deceased, date of death  
Day / Month / Year  
 /  /

Contributions **OPENING ACCOUNT BALANCE \$  0.00**

**!** Refer to instructions for completing these labels.

Employer contributions  
**A \$  0.00**

ABN of principal employer  
**A1**

Personal contributions  
**B \$  0.00**

CGT small business retirement exemption  
**C \$  0.00**

CGT small business 15-year exemption amount  
**D \$  0.00**

Personal injury election  
**E \$  0.00**

Spouse and child contributions  
**F \$  0.00**

Other third party contributions  
**G \$  0.00**

Proceeds from primary residence disposal  
**H \$  0.00**

Receipt date  
Day / Month / Year  
**H1  /  /**

Assessable foreign superannuation fund amount  
**I \$  0.00**

Non-assessable foreign superannuation fund amount  
**J \$  0.00**

Transfer from reserve: assessable amount  
**K \$  0.00**

Transfer from reserve: non-assessable amount  
**L \$  0.00**

Contributions from non-complying funds  
and previously non-complying funds  
**T \$  0.00**

Any other contributions  
(including Super Co-contributions and  
Low Income Super Amounts)  
**M \$  0.00**

**TOTAL CONTRIBUTIONS N \$  0.00**  
(Sum of labels A to M)

**Other transactions**

Allocated earnings or losses **O \$  0.00**

Loss

Accumulation phase account balance  
**S1 \$  0.00**

Inward rollovers and transfers  
**P \$  0.00**

Retirement phase account balance - Non CDBIS  
**S2 \$  0.00**

Outward rollovers and transfers  
**Q \$  0.00**

Retirement phase account balance - CDBIS  
**S3 \$  0.00**

Lump Sum payments  
**R1 \$  0.00**

Income stream payments  
**R2 \$  0.00**

Code

Code

**0** TRIS Count **CLOSING ACCOUNT BALANCE S \$  0.00**  
(S1 plus S2 plus S3)

Accumulation phase value **X1 \$  0.00**

Retirement phase value **X2 \$  0.00**

Outstanding limited recourse borrowing arrangement amount **Y \$  0.00**



**MEMBER 8**

Title: Mr  Mrs  Miss  Ms  Other

Account status  Code

Family name

First given name

Other given names

**Member's TFN**  
See the Privacy note in the Declaration.

**Date of birth**  
Day / Month / Year  
 /  /

**If deceased, date of death**  
Day / Month / Year  
 /  /

**Contributions**      **OPENING ACCOUNT BALANCE \$**  **0.00**

**!** Refer to instructions for completing these labels.

Employer contributions  
**A \$**  **0.00**

ABN of principal employer  
**A1**

Personal contributions  
**B \$**  **0.00**

CGT small business retirement exemption  
**C \$**  **0.00**

CGT small business 15-year exemption amount  
**D \$**  **0.00**

Personal injury election  
**E \$**  **0.00**

Spouse and child contributions  
**F \$**  **0.00**

Other third party contributions  
**G \$**  **0.00**

Proceeds from primary residence disposal  
**H \$**  **0.00**

Receipt date      Day / Month / Year  
**H1**  /  /

Assessable foreign superannuation fund amount  
**I \$**  **0.00**

Non-assessable foreign superannuation fund amount  
**J \$**  **0.00**

Transfer from reserve: assessable amount  
**K \$**  **0.00**

Transfer from reserve: non-assessable amount  
**L \$**  **0.00**

Contributions from non-complying funds and previously non-complying funds  
**T \$**  **0.00**

Any other contributions (including Super Co-contributions and Low Income Super Amounts)  
**M \$**  **0.00**

**TOTAL CONTRIBUTIONS N \$**  **0.00**  
(Sum of labels A to M)

**Other transactions**

Accumulation phase account balance  
**S1 \$**  **0.00**

Retirement phase account balance - Non CDBIS  
**S2 \$**  **0.00**

Retirement phase account balance - CDBIS  
**S3 \$**  **0.00**

Allocated earnings or losses      **O \$**  **0.00**

Inward rollovers and transfers      **P \$**  **0.00**

Outward rollovers and transfers      **Q \$**  **0.00**

Lump Sum payments      **R1 \$**  **0.00**

Income stream payments      **R2 \$**  **0.00**

Loss

Code

Code

TRIS Count      **CLOSING ACCOUNT BALANCE S \$**  **0.00**  
(S1 plus S2 plus S3)

Accumulation phase value **X1 \$**  **0.00**

Retirement phase value **X2 \$**  **0.00**

Outstanding limited recourse borrowing arrangement amount **Y \$**  **0.00**

**Sensitive** (when completed)

## Section H: Assets and liabilities

### 15 ASSETS

15a Australian managed investments

Listed trusts **A** \$  ·X

Unlisted trusts **B** \$  ·X

Insurance policy **C** \$  ·X

Other managed investments **D** \$  ·X

15b Australian direct investments

Limited recourse borrowing arrangements	Cash and term deposits <b>E</b> \$ <input type="text" value="416,630"/> ·X
Australian residential real property	Debt securities <b>F</b> \$ <input type="text" value="0"/> ·X
<b>J1</b> \$ <input type="text" value="0"/> ·X	Loans <b>G</b> \$ <input type="text" value="0"/> ·X
Australian non-residential real property	Listed shares <b>H</b> \$ <input type="text" value="0"/> ·X
<b>J2</b> \$ <input type="text" value="0"/> ·X	Unlisted shares <b>I</b> \$ <input type="text" value="10"/> ·X
Overseas real property	Limited recourse borrowing arrangements <b>J</b> \$ <input type="text" value="0"/> ·X
<b>J3</b> \$ <input type="text" value="0"/> ·X	Non-residential real property <b>K</b> \$ <input type="text" value="0"/> ·X
Australian shares	Residential real property <b>L</b> \$ <input type="text" value="0"/> ·X
<b>J4</b> \$ <input type="text" value="0"/> ·X	Collectables and personal use assets <b>M</b> \$ <input type="text" value="0"/> ·X
Overseas shares	Other assets <b>O</b> \$ <input type="text" value="12,180"/> ·X
<b>J5</b> \$ <input type="text" value="0"/> ·X	
Other	
<b>J6</b> \$ <input type="text" value="0"/> ·X	
Property count	
<b>J7</b> <input type="text" value="0"/>	

15c Other investments

Crypto-Currency **N** \$  ·X

15d Overseas direct investments

Overseas shares **P** \$  ·X

Overseas non-residential real property **Q** \$  ·X

Overseas residential real property **R** \$  ·X

Overseas managed investments **S** \$  ·X

Other overseas assets **T** \$  ·X

**TOTAL AUSTRALIAN AND OVERSEAS ASSETS U** \$  ·X  
(Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year? **A** No  Yes  \$  ·X



- 15f Limited recourse borrowing arrangements**  
 If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No  Yes
- Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No  Yes

**16 LIABILITIES**

Borrowings for limited recourse borrowing arrangements	<b>V1</b> \$	<input type="text" value="0"/>	×	
Permissible temporary borrowings	<b>V2</b> \$	<input type="text" value="0"/>	×	
Other borrowings	<b>V3</b> \$	<input type="text" value="0"/>	×	
	Borrowings	<b>V</b> \$	<input type="text" value="0"/>	×
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		<b>W</b> \$	<input type="text" value="426,959"/>	×
	Reserve accounts	<b>X</b> \$	<input type="text" value="0"/>	×
	Other liabilities	<b>Y</b> \$	<input type="text" value="1,861"/>	×
<b>TOTAL LIABILITIES</b>		<b>Z</b> \$	<input type="text" value="428,820"/>	×

**Section I: Taxation of financial arrangements**

**17 Taxation of financial arrangements (TOFA)**

Total TOFA gains **H** \$  ×

Total TOFA losses **I** \$  ×

**Section J: Other information**

**Family trust election status**

If the trust or fund has made, or is making, a family trust election, write the four-digit income year specified of the election (for example, for the 2019–20 income year, write 2020). **A**

If revoking or varying a family trust election, print R for revoke or print V for variation, and complete and attach the *Family trust election, revocation or variation 2020*. **B**

**Interposed entity election status**

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2020* for each election. **C**

If revoking an interposed entity election, print R, and complete and attach the *Interposed entity election or revocation 2020*. **D**

## Section K: Declarations

Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

### Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

### Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

### TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date  /  /

### Preferred trustee or director contact details:

Title: Mr  Mrs  Miss  Ms  Other

Family name

**Hathaway**

First given name

Other given names

**Robert**

Phone number **0263721388**

Email address

Non-individual trustee name (if applicable)

**HATHAWAY SUPER FUND PTY LTD**

ABN of non-individual trustee

Time taken to prepare and complete this annual return  Hrs

The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

### TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2020* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date  /  /

### Tax agent's contact details

Title: Mr  Mrs  Miss  Ms  Other

Family name

**Byrnes**

First given name

Other given names

**Simon**

Tax agent's practice

**Lawrence Bennett Portelli Pty Ltd**

Tax agent's phone number  
**0263721388**

Reference number  
**2728**

Tax agent number  
**57889005**



# Capital gains tax (CGT) schedule 2020

## When completing this form

- Print clearly, using a black or dark blue pen only.
- Use BLOCK LETTERS and print one character in each box.

S	M	I	T	H		S	T								
---	---	---	---	---	--	---	---	--	--	--	--	--	--	--	--

- Do not use correction fluid or covering stickers.
- Sign next to any corrections with your **full signature** (not initials).

- Use in conjunction with company, trust, fund income tax return or the self-managed superannuation fund annual return.
- Refer to the *Guide to capital gains tax 2020* available on our website at [ato.gov.au](http://ato.gov.au) for instructions on how to complete this schedule.

34230620



Tax file number (TFN) **On File**

**I** We are authorised by law to request your TFN. You do not have to quote your TFN. However, if you don't it could increase the chance of delay or error in processing your form.

Australian business number (ABN) **62765977522**

Taxpayer's name

**THE HATHAWAY SUPER FUND**

## 1 Current year capital gains and capital losses

	Capital gain	Capital loss
Shares in companies listed on an Australian securities exchange <b>A</b>	\$ <input type="text" value="0"/> ·X	<b>K</b> \$ <input type="text" value="0"/> ·X
Other shares <b>B</b>	\$ <input type="text" value="0"/> ·X	<b>L</b> \$ <input type="text" value="0"/> ·X
Units in unit trusts listed on an Australian securities exchange <b>C</b>	\$ <input type="text" value="0"/> ·X	<b>M</b> \$ <input type="text" value="0"/> ·X
Other units <b>D</b>	\$ <input type="text" value="0"/> ·X	<b>N</b> \$ <input type="text" value="0"/> ·X
Real estate situated in Australia <b>E</b>	\$ <input type="text" value="46,143"/> ·X	<b>O</b> \$ <input type="text" value="0"/> ·X
Other real estate <b>F</b>	\$ <input type="text" value="0"/> ·X	<b>P</b> \$ <input type="text" value="0"/> ·X
Amount of capital gains from a trust (including a managed fund) <b>G</b>	\$ <input type="text" value="0"/> ·X	
Collectables <b>H</b>	\$ <input type="text" value="0"/> ·X	<b>Q</b> \$ <input type="text" value="0"/> ·X
Other CGT assets and any other CGT events <b>I</b>	\$ <input type="text" value="0"/> ·X	<b>R</b> \$ <input type="text" value="0"/> ·X
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds <b>S</b>	\$ <input type="text" value="0"/> ·X	
<b>Total current year capital gains</b> <b>J</b>	\$ <input type="text" value="46,143"/> ·X	

Add the amounts at labels K to R and write the total in item 2 label A – Total current year capital losses.



## 2 Capital losses

Total current year capital losses **A** \$  ·×

Total current year capital losses applied **B** \$  ·×

Total prior year net capital losses applied **C** \$  ·×

Total capital losses transferred in applied  
(only for transfers involving a foreign bank branch or  
permanent establishment of a foreign financial entity) **D** \$  ·×

Total capital losses applied **E** \$  ·×

Add amounts at B, C and D.

## 3 Unapplied net capital losses carried forward

Net capital losses from collectables carried forward to later income years **A** \$  ·×

Other net capital losses carried forward to later income years **B** \$  ·×

Add amounts at A and B and transfer the total  
to label V – Net capital losses carried forward  
to later income years on your tax return.

## 4 CGT discount

Total CGT discount applied **A** \$  ·×

## 5 CGT concessions for small business

Small business active asset reduction **A** \$  ·×

Small business retirement exemption **B** \$  ·×

Small business rollover **C** \$  ·×

Total small business concessions applied **D** \$  ·×

## 6 Net capital gain

Net capital gain **A** \$  ·×

1J less 2E less 4A less 5D (cannot be less than  
zero). Transfer the amount at A to label A – Net  
capital gain on your tax return.





## 7 Earnout arrangements

Are you a party to an earnout arrangement? **A** Yes, as a buyer  Yes, as a seller  No   
 (Print  in the appropriate box.)

**!** If you are a party to more than one earnout arrangement, copy and attach a separate sheet to this schedule providing the details requested here for each additional earnout arrangement.

How many years does the earnout arrangement run for? **B**

What year of that arrangement are you in? **C**

If you are the seller, what is the total estimated capital proceeds from the earnout arrangement? **D** \$

Amount of any capital gain or loss you made under your non-qualifying arrangement in the income year. **E** \$   /  <sup>LOSS</sup>

### **!** Request for amendment

If you received or provided a financial benefit under a look-through earnout right created in an earlier income year and you wish to seek an amendment to that earlier income year, complete the following:

Income year earnout right created **F**

Amended net capital gain or capital losses carried forward **G** \$   /  <sup>LOSS</sup>

## 8 Other CGT information required (if applicable)

Small business 15 year exemption – exempt capital gains. **A** \$   <sup>CODE</sup>

Capital gains disregarded by a foreign resident **B** \$

Capital gains disregarded as a result of a scrip for scrip rollover **C** \$

Capital gains disregarded as a result of an inter-company asset rollover **D** \$

Capital gains disregarded by a demerging entity **E** \$





## Taxpayer's declaration

**!** If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

### Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

### Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to [ato.gov.au/privacy](http://ato.gov.au/privacy)

*I declare that the information on this form is true and correct.*

Signature

Date

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact name

Daytime contact number (include area code)

**TRUST DEED AND RULES  
OF  
THE HATHAWAY SUPER FUND**

***CORPORATE EXPRESS***

Suite 506, 267 Castlereagh Street, Sydney 2000  
Telephone: (02) 9261 2100 Facsimile: (02) 9283 2294  
Email: [admin@corporateexpress.com.au](mailto:admin@corporateexpress.com.au)  
[www.corporateexpress.com.au](http://www.corporateexpress.com.au)

This deed has been settled by our legal advisors,

**BINETTER VALE LAWYERS**

Level 12  
111 Elizabeth Street  
SYDNEY NSW 2000  
Telephone: (02) 9993 3833  
Facsimile: (02) 9993 3830





**THIS DEED POLL** is made on 3 February, 2012

**BY: HATHAWAY SUPER FUND PTY LIMITED ACN 155 495 686 of Lawrence Bennett Portelli Pty Ltd, Unit 9 Town Hall Arcade, 79 Market Street, MUDGEE NSW 2850 (the "Trustee").**

**WHEREAS:**

- A. The Trustee has decided to establish an indefinitely continuing superannuation plan to be known as THE HATHAWAY SUPER FUND (the "**Fund**").
- B. The Trustee has agreed to act as the first Trustee of the Fund.
- C. The primary purpose of the Fund is to provide old age pensions to the Members.

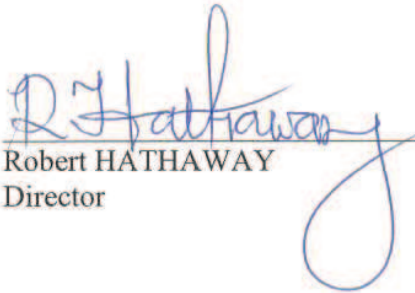
**NOW THIS DEED WITNESSES** as follows:


- 1. The Fund shall come into operation on the date of this Deed (the "**Commencement Date**").
- 2. The "**Rules**" means the Rules and Schedules attached hereto as amended from time to time, and they shall have effect as if set out in the body of this Deed.
- 3. The assets of the Fund shall be vested in the Trustee upon trust to apply the same in the manner set forth in the Rules.
- 4. The Fund shall be managed and administered in all respects according to the Rules.
- 5. The power of appointing and removing Trustees shall be as provided in the Rules.
- 6. The provisions of this Deed may be amended in the manner set out in the Rules.
- 7. This Deed and the Rules shall be governed by and construed in accordance with the law of the domicile of the Trustee.



IN WITNESS the party has duly executed this Deed on the date first above written.

THE COMMON SEAL of  
HATHAWAY SUPER FUND PTY  
LIMITED was affixed to this  
document in accordance with its  
Constitution in the presence of:

  
Robert HATHAWAY  
Director

  
Robyn HATHAWAY  
Director



**SELF MANAGED SUPERANNUATION FUND RULES**

**TABLE OF CONTENTS**

<b>CONTENTS</b>	<b>PAGE</b>
1. INTERPRETATION.....	8
2. DEFINITIONS.....	8
3. ASSETS AND INVESTMENTS.....	12
4. INVESTMENT STRATEGIES, ACCOUNTS AND RESERVES.....	14
5. ALLOCATION OF EARNINGS AND EXPENSES .....	16
6. ADMINISTRATION .....	17
7. APPOINTMENT, REMOVAL AND NUMBER OF TRUSTEES.....	17
8. TRUSTEES GENERALLY.....	18
9. RECORDS, DISCLOSURE OF INFORMATION AND AUDIT.....	23
10. ELIGIBILITY AND MEMBERSHIP .....	24
11. CONTRIBUTIONS.....	24
12. BENEFITS.....	26
13. PAYMENT OF BENEFITS.....	27
14. FORFEITED BENEFITS.....	31
15. TRANSFERS FROM AND TO OTHER FUNDS .....	32
16. TERMINATION OF TRUST .....	33
17. AMENDMENT OF RULES .....	34
18. SUPERANNUATION STANDARDS .....	35

## THE RULES

### 1. INTERPRETATION

Unless the context indicates otherwise:

words importing the singular shall include the plural and vice versa; and

words importing the masculine gender shall include the feminine and neuter genders; and

references to a person shall be construed as references to an individual, firm, body corporate, association, government or governmental authority; and

references to statutes (including any section thereof) shall include all statutes amending, consolidating or replacing the same; and

headings inserted in any Rule are for convenience only and shall not affect the interpretation of the Rules.

### 2. DEFINITIONS

In this Deed and in these Rules unless the context indicates otherwise the following words and expressions have the following meanings:

**"Account"** means a Member's Account, a Suspense Account, an Investment Fluctuation Reserve Account or any other account or reserve account established by the Trustee pursuant to **Rule 4**;

**"Account based Pension"** means an income stream which is intended to comply with the standards set out in Regulation 1.06(9A);

**"Accumulated Contributions"** in respect of a Member is the net amount standing to the credit of the Member's Account plus the value at that time of any policy of insurance, assurance or endowment owned by the Trustee in respect of the Member that has been funded from the Member's Account;

**"Act"** means the Superannuation Industry (Supervision) Act 1993 and the Regulations made thereunder;

**"Allocated Investment"** means assets and investments held in whole or in part for a Member or held in an Account as specified by the Trustee in accordance with **Rules 4.1 and 4.2**;

**"Allocated Pension"** means an income stream which is intended to comply with the standards set out in Regulation 1.06(4);

**"Approved Trustee"** has the same meaning as given to the term in the Act;

**"Associate"** has the same meaning as given to the term "Part 8 associate" in the Act;

**"Benefit"** in relation to a Member means the amount equal to a Member's Accumulated Contributions from time to time or in the event that a Complying Life Expectancy Pension, a Complying Lifetime Pension or a Non-Complying Pension is being paid such amount as agreed between the Member and the Trustee;

**"Commissioner"** means a person for the time being who is appointed to supervise the conduct of superannuation funds;

**"Complying Life Expectancy Pension"** means an income stream which is intended to comply with the standards set out in Regulation 1.06(7);

**"Complying Lifetime Pension"** means an income stream which is intended to comply with the standards set out in Regulation 1.06(2);

**"Complying Superannuation Fund"** means a superannuation fund which satisfies all the Statutory Requirements;

**"Constitutional Corporation"** has the same meaning as given to the term in the Act;

**"Dependants"** means the Spouse, widow, widower and children (including posthumous children) of a Member, all persons who are in the opinion of the Trustee in its absolute discretion at the relevant time dependent in whole or in part upon the Member for their maintenance and support and any person with whom the Member has an Interdependency Relationship;

**"Earnings"** includes any increase or decrease in value of the Fund (including profits and losses generated by investments and positive or negative revaluations of assets) that the Trustee determines should be added to or subtracted from each Member's Account or any other Accounts established by the Trustee;

**"Eligible Person"** means any person in respect of whom the Trustee may accept contributions or other payments in accordance with the Statutory Requirements but excludes a spouse (who is not already a Member) of a Member entitled to some or all of the Member's Accumulated Contributions under a Payment Split;

**"Employer"** means a Member's employer who makes contributions to the Fund and includes an employer as defined in the Guarantee Act;

**"Expenses"** means the costs of establishing, operating and terminating the Fund and includes any administrative, insurance and taxation costs and any costs associated with returning an amount paid to the Trustee which can not be accepted by the Trustee in accordance with the Statutory Requirements or any decrease in value of the Fund that the Trustee determines should be charged against one or more Member's Accounts or any other Accounts in accordance with these Rules;

**"Financial Year"** means a period of 12 calendar months ending on the last day of June, or any part of such a period that may have occurred at the commencement or termination of the Fund;

"**Guarantee Act**" means the Superannuation Guarantee Charge Act 1992 and the Superannuation Guarantee (Administration) Act 1992;

"**Illiquid Investments**" has the same meaning as given to the term in the Act;

"**Interdependency Relationship**" has the same meaning as given to the term in the Act;

"**Investment Fluctuation Reserve Account**" means a reserve account established by the Trustee for the purposes outlined in **Rule 4.5**;

"**Investment Manager**" means a person appointed by the Trustee to invest money of the Fund;

"**ITAA 1997**" means the Income Tax Assessment Act 1997 (Cth);

"**Market Linked Pension**" means an income stream which is intended to comply with the standards set out in Regulation 1.06(8);

"**Member**" means:

- (a) an Eligible Person who has met all of the requirements of this Fund and has been admitted to membership of the Fund as provided in **Rule 10**; or
- (b) any person not currently a Member who commences to receive Benefits by way of a pension or annuity from the Fund as a consequence of the death of a Member; or
- (c) the legal personal representative of a Member.

The term Member shall include former Members who continue to have rights or contingent rights to Accumulated Contributions under this Fund;

"**Member's Account**" in respect of a Member is an account in which is recorded:

- (a) contributions by that Member;
- (b) contributions by a person other than a Member to satisfy that person's obligations under the Guarantee Act or an award;
- (c) contributions by a person as specified pursuant to **Rule 11.5**;
- (d) amounts transferred from a Suspense Account, an Investment Fluctuation Reserve Account, a new interest created as a result of a Payment Split or any other reserve account pursuant to these Rules;
- (e) forfeited benefits credited to the account pursuant to **Rule 14**;
- (f) the proceeds of policies of insurance credited to the account;



- (g) amounts debited to the account representing the Member's share of Expenses;
- (h) amounts debited to the account representing payments made pursuant to a Release Authority;
- (i) amounts debited to the account representing payments made to a Statutory Authority pursuant to an obligation to withhold an amount in accordance with the Statutory Requirements;
- (j) amounts debited or credited to the account representing the Member's share of Earnings;
- (k) amounts credited to the account on transfer of benefits from another superannuation fund or retirement saving account;
- (l) amounts debited to the account on transfer of benefits to another superannuation fund or retirement saving account; and
- (m) contributions by a person (including but not limited to any Employer of the Member) not prohibited by any Statutory Requirements;

**"Non-Commutable Pension"** has the same meaning as given to the term in Regulation 6.01(2);

**"Non-Complying Pension"** means an income stream which is intended to comply with the standards set out in Regulation 1.06(6);

**"Non-Concessional Contributions Cap"** has the same meaning as the term has in the ITAA 1997;

**"Non-Member Spouse"** has the same meaning as given to the term in the Act;

**"Payment Split"** means a payment split under the Family Law Act (1975) and the regulations made thereunder;

**"Permanent Incapacity"** of a Member has the same meaning as given to the term in the Act;

**"Prospective Member"** has the same meaning as given to the term in the Act;

**"Regulation"** means a regulation in the Superannuation Industry (Supervision) Regulations 1994;

**"Release Authority"** has the same meaning as given to the term in the Act;

**"Required Payment Date"** means any date at which a Member's Retirement Benefit must be paid or commence to be paid as a Pension in order to satisfy the Statutory Requirements;

**"Retire"** has the same meaning as given to the term in the Act;

**"Reversionaries"** means persons who are a Dependant of a Member who become eligible for pension or annuity benefits from the Fund on the death of a Member who was receiving a Benefit in the form of a pension or annuity at the time of their death;

**"Rollover Fund"** means any entity or fund that is permitted by the Statutory Requirements to accept Accumulated Contributions of Members;

**"Self Managed Superannuation Fund"** has the same meaning as given to the term in the Act;

**"Spouse"** means the legal spouse of a Member and any person regarded by the Trustee in its absolute discretion as a de facto spouse and any previous spouse or de facto spouse who is dependent upon the Member and another person (whether of the same or different sex) who has a relationship with the person as a couple living together on a genuine domestic basis and who are not married to one another or related by family;

**"Statutory Age"** means:

- (a) for a person born before 1 July 1960 - 55 years; or
- (b) for a person born during the year 1 July 1960 to 30 June 1961 - 56 years; or
- (c) for a person born during the year 1 July 1961 to 30 June 1962 - 57 years; or
- (d) for a person born during the year 1 July 1962 to 30 June 1963 - 58 years; or
- (e) for a person born during the year 1 July 1963 to 30 June 1964 - 59 years; or
- (f) for a person born after 30 June 1964 - 60 years.

**"Statutory Authority"** means as the case may require, any one or more of the Commissioner, the Commissioner of Taxation or any other governmental, department or authority responsible for administering the laws, regulations or any other rules governing the operation or the availability of income tax concessions to superannuation funds;

**"Statutory Requirements"** means the requirements imposed under any law or by any Statutory Authority which must be satisfied by a superannuation fund in order to qualify for income tax concessions;

**"Suspense Account"** means an account as established, maintained and operated under **Rule 4.7**;

**"Transition to Retirement Pension"** means an income stream which is intended to comply with the standards set out in paragraph (b) of the definition of "transition to retirement income stream" in Regulation 6.01(2).

### **3. ASSETS AND INVESTMENTS**

- 3.1 The assets of the Fund shall be held by the Trustee upon trust to be applied in accordance with the provisions of these Rules.
- 3.2 The Expenses of the operation of the Fund shall be paid out of the Fund.

- 3.3 All moneys received by the Trustee but not required to meet current payments may in the absolute discretion of the Trustee either be and remain on deposit in the name of the Trustee or be reinvested either directly or indirectly in any manner in which the Trustee, if it were a person absolutely and beneficially entitled to such assets, could invest, and without restricting the generality of the foregoing may be invested:
- (a) in any one or more of the modes of investment authorised by law for the investment of trust funds;
  - (b) on deposit with any bank, company or financial institution;
  - (c) in the purchase or acquisition of or at interest upon the security of such real or personal property of whatsoever nature and wheresoever situate and whether or not subject to encumbrances or involving liabilities of any kind as the Trustee shall think fit;
  - (d) in the shares, notes, options, debentures or other securities or like financial instruments of any company or the securities of any government, semi-governmental body or public authority;
  - (e) in units of any common fund, property trust or unit trust;
  - (f) in any policies of life insurance, assurance or endowment including policies providing a sum or sums on the death or disablement of a Member;
  - (g) in any policies of salary continuance insurance, or
  - (h) in any financial contract described generally as a derivative transaction including but not limited to instruments such as contracts for difference, forwards, futures, options, warrants, swaps, share ratios and other composites,

with full power to vary, replace, encumber and otherwise deal with such investments as fully and effectively as a person absolutely and beneficially entitled dealing with his own property may do so, provided that the Trustee shall not invest in:

- (i) loans to Members or to any relative of a Member, or provide any other financial assistance to a Member or any relative; or
  - (ii) loans to or investments in Employers or Associates of Employers which do not comply with the Statutory Requirements; or
  - (iii) other investments prohibited by the Statutory Requirements.
- 3.4 The Trustee shall have power to vary, replace and otherwise deal with such investments in such manner as it determines without being responsible for loss occasioned by so varying, transposing or replacing.
- 3.5 The Trustee shall not intentionally acquire an asset from a Member or an Associate of a Member, otherwise than as provided pursuant to the Statutory Requirements.

- 3.6 Any investments may be held in such names including the name of a nominee or custodian (whether an individual or a corporation) as the Trustee shall from time to time determine.
- 3.7 The Trustee may borrow money in compliance with the Statutory Requirements. Any borrowing which does not comply with the Statutory Requirements shall be immediately repaid.
- 3.8 The Trustee may assign, pledge, mortgage or charge any asset of the Fund as security for any borrowing made in accordance with clause 3.7 provided that any such charge is permitted by the Statutory Requirements.
- 3.9 The Trustee shall use its best endeavours to ensure that all investments comply with the Statutory Requirements.
- 3.10 The Trustee may enter into an agreement with an Investment Manager pursuant to which money of the Fund is placed under the control of the Investment Manager provided that the Trustee shall:
- (a) ensure the agreement contains adequate provisions to enable the Trustee to require the Investment Manager to provide information concerning the making and return of investments and to provide information to allow the Trustee to assess the capability of the Investment Manager to manage investments; and
  - (b) whenever necessary and desirable to do so, require the Investment Manager to provide the above information.
- 3.11 If the Trustee is requested to provide a Member with a pension the Trustee may identify the assets of the Fund which are to be used for the payment of such pension. The Trustee may separately invest such assets, which shall be known as segregated current pension assets.

#### **4. INVESTMENT STRATEGIES, ACCOUNTS AND RESERVES**

- 4.1 The Trustee may offer a Member or a group of Members a choice of two or more investment strategies from which the Member may choose a strategy or combination of strategies for the investment of that part of the Fund which represents the Member's Benefit and which will be held as an Allocated Investment.
- 4.2 The Trustee may specify that a particular asset or investment, in whole or in part, of the Fund is an Allocated Investment. If the Trustee makes an Allocated Investment the Trustee shall identify the assets of the Fund which make up that Allocated Investment and the Member or Members who are entitled to that Allocated Investment.
- 4.3 The Trustee may also from time to time, in its absolute discretion, allow a Member or a group of Members to give written directions to the Trustee in relation to those Member's Allocated Investment. The Trustee is under no obligation to comply with these investment directions. However, where the Trustee makes an investment

pursuant to any direction made by a Member or a group of Members in accordance with this clause, the Trustee must note in the Fund's records:

- (a) that the investment was made in accordance with an investment direction of a Member or a group of Members; and
  - (b) the names of the Members who have made such an investment direction.
- 4.4 A Member or a group of Members may agree with the Trustee to change their Allocated Investment. The Trustee shall in its absolute discretion determine an amount of Expenses associated with the change of Allocated Investment and debit that amount of Expenses from the relevant Member's Account.
- 4.5 The Trustee may establish, maintain and operate an Investment Fluctuation Reserve Account as a mechanism to smooth any fluctuations in Earnings that relates to the Fund as a whole or one or more Allocated Investments.
- 4.6 The Trustee may from time to time credit an amount to the Investment Fluctuation Reserve Account from another Account or debit an amount from the Investment Fluctuation Reserve Account to another Account as the Trustee in its absolute discretion considers necessary.
- 4.7 The Trustee may establish, maintain and operate one or more Suspense Accounts into which amounts representing:
- (a) contributions accepted in accordance with **Rule 11.1**;
  - (b) Earnings or Expenses of the Fund prior to being allocated amongst the Members' Accounts in accordance with these Rules;
  - (c) forfeited benefits of Members in accordance with **Rule 14**;
  - (d) appropriations made by the Trustee in accordance with the Rules from any other Account; or
  - (e) any other amounts which are permitted to be debited from or credited to the Suspense Account in accordance with the Statutory Requirements,

may be credited or debited to another Account. The Trustee has an absolute discretion to decide the size of the amounts which are debited or credited to the Suspense Account under this Rule, unless otherwise stated by the investment strategy of a particular Allocated Investment and provided further that it is in accordance with the Statutory Requirements.

- 4.8 The Trustee may establish more than one Member's Accounts for each Member (being one or more accumulation and/or one or more pension Member Accounts).
- 4.9 In addition to the accounts and reserve accounts mentioned in these Rules, the Trustee may establish, maintain and operate such other accounts and reserves as the Trustee deems appropriate.

- 4.10 The Trustee may make payment to or from such other accounts or reserves established under **Rules 4.5, 4.7, 4.8 and 4.9** for any purpose and to any Account or person permitted by the Statutory Requirements, and accordingly the Trustee in its absolute discretion may appropriate an amount or amounts from such other Account to any Member's Account as the Trustee may decide.
- 4.11 The Trustee may in accordance with the Statutory Requirements, make such rules in respect of any Accounts established under **Rules 4.5, 4.7, 4.8 and 4.9** as the Trustee determines and without limiting the generality of the foregoing those rules may include rules with respect to:
- (a) the investment strategy applying to each Account;
  - (b) the allocation of contributions, Expenses and Earnings to each Account;
  - (c) transfers from one Account to another;
  - (d) Expenses that may be levied in respect of payments from an Account to or in respect of the Member or to another Account;
  - (e) payments from an Account; or
  - (f) any special conditions attaching to any Account.
- 4.12 Where a Payment Split is being made the Trustee may create a new interest for a non member spouse that is a Member and combine that new interest with the existing Accumulated Contributions of the Member as the Trustee may decide.

## **5. ALLOCATION OF EARNINGS AND EXPENSES**

- 5.1 Earnings and Expenses of the Fund from time to time may be applied to such Accounts as the Trustee may in its absolute discretion determine.
- 5.2 In exercising its discretion under **Rule 5.1**, the Trustee must comply with the Statutory Requirements.
- 5.3 In making its determination as to the amounts to be debited or credited from any Account, the Trustee must take into consideration the following matters:
- (a) the balances of that Account and any other Account that the Fund has;
  - (b) the amount of Earnings in respect of the general Fund or any Allocated Investment generated during the Financial Year and expected to be generated in the next Financial Year;
  - (c) the investment strategy applying to a particular Account;
  - (d) receipt of any Release Authority; and
  - (e) such other matters as the Trustee considers relevant or which are required by the Statutory Requirements.

- 5.4 In exercising the allocation powers in **Rule 5**, the Trustee may in its absolute discretion:
- (a) divide Earnings into different parts including differences in the nature, character or source of those earnings; and
  - (b) determine how tax credits shall be applied or apportioned.

## **6. ADMINISTRATION**

- 6.1 Every Member shall have the right to inspect a copy of these Rules at the address of the Trustee during usual business hours.
- 6.2 Every Member shall from time to time give to the Trustee such information and produce to it such documents as the Trustee considers are required for the purpose of putting these Rules into effect and for arranging insurances for the purposes of the Fund.
- 6.3 The Trustee shall provide Members and the Statutory Authorities with all information required by the Statutory Regulations.
- 6.4 Nothing in these Rules shall restrict the right of an Employer to dismiss an employee or be used to increase damages in any action brought against the Employer in respect of such dismissal or affect the rights of a Member or his legal personal representative or other persons to claim damages or compensation at common law or under a workers' compensation act or any other statute in force governing compensation to a Member injured or dying from an accident arising out of or in the course of his employment with the Employer.

## **7. APPOINTMENT, REMOVAL AND NUMBER OF TRUSTEES**

- 7.1 The Trustee must be either:
- (a) a company which is a Constitutional Corporation as defined in the Act; or
  - (b) two or more individuals as allowed by the Act.

Where the Trustee is not a company which is a Constitutional Corporation then the primary purpose of the Fund is the provision of old age pensions.

- 7.2 The minimum number of corporate Trustees shall be one. The minimum number of individual Trustees shall be two.
- 7.3 If the Fund has fewer than 5 Members and the Fund is not a Self Managed Superannuation Fund then the Trustee must be an Approved Trustee.
- 7.4 If the Fund has fewer than 5 Members and the Fund elects to no longer be a Self Managed Superannuation Fund, then it must appoint an Approved Trustee within 6 months of ceasing to be a Self Managed Superannuation Fund.

- 7.5 In the event that the Fund is a Self Managed Superannuation Fund and the Trustee admits a Member which causes the number of Members to exceed 4 in number, the Trustee must notify the Statutory Authority in accordance with the Statutory Requirements of this event.
- 7.6 In the event that the Fund is a Self Managed Superannuation Fund and a Member ceases to be a Member, then that Member must resign as Trustee or, where the Trustee is a company, must resign as a director of the Trustee company within 6 months of cessation of membership of the Fund.
- 7.7 The Trustees may at any time appoint an additional trustee or additional trustees and any Trustee may at any time resign as Trustee provided that upon such resignation the Trustee appoints in its stead a person or corporation to act as the new Trustee where the resignation would reduce the numbers of Trustees below that specified in **Rule 7.2**.
- 7.8 If not a Self Managed Superannuation Fund the Members may at any time by a notice in writing signed by at least 75% of them and given to the Trustee remove any one or more of the Trustees and appoint another Trustee of the Fund.
- 7.9 In the event that there are more than four (4) members of the Fund at any point of time, then:
- (a) if the Fund has individual trustees - the trustees must consist of equal numbers of employer representatives and member representatives; or
  - (b) if the Fund has a single corporate trustee - the board of the corporate trustee must consist of equal numbers of employer representatives and member representatives.
- 7.10 Any trustee or trustees which are appointed or removed must be appointed or removed in accordance with the Statutory Requirements.

## **8. TRUSTEES GENERALLY**

- 8.1 The Trustee covenants that it shall operate the Fund in accordance with the standards prescribed by the Statutory Requirements from time to time which may include but are not limited to:
- (a) acting honestly in all matters concerning the Fund;
  - (b) exercising in relation to all matters affecting the Fund, the same degree of care, skill and diligence as an ordinary prudent person would exercise in dealing with the property of another for whom the person felt morally bound to provide;
  - (c) exercising and performing all duties and powers in the best interests of the Members;
  - (d) keeping money and other assets of the Fund separate from any money and assets respectively:



- (i) that are held by the Trustee personally; or
  - (ii) that are money or assets, as the case may be, of an Employer or an Associate of the Employer;
- (e) not entering into any contract or doing anything else that would prevent it from, or hinder it in, properly performing or exercising its function and powers;
- (f) formulating and giving effect to an investment strategy in accordance with the Statutory Requirements that has regard to the whole of the circumstances of the Fund or to particular Allocated Investments including, but not limited to, the following:
- (i) the risk involved in making, holding and realising, and the likely return from, the Fund's investment having regard to its objectives and its expected cash flow requirements;
  - (ii) the composition of the Fund's investments as a whole including the extent to which the investments are diverse or involve the Fund in being exposed to risks from inadequate diversification;
  - (iii) the liquidity of the Fund's investments having regard to its expected cash flow requirements; and
  - (iv) the ability of the Fund to discharge its existing and prospective liabilities;
- (g) formulating and giving effect to a strategy for the prudential management of any reserve accounts of the Fund, consistent with the Fund's investment strategy and its capacity to discharge its liabilities (whether actual or contingent) as and when they fall due; and
- (h) allowing a Member access to any information or any documents prescribed by the Statutory Requirements.
- 8.2 Upon a change of Trustee the retiring Trustee or Trustees shall execute all transfers, deeds or other documents necessary to transfer investments or moneys into the name of the new Trustee or Trustees or the retiring Trustee or Trustees shall declare that they hold the investments or moneys as bare nominee for the new Trustee or Trustees as permitted by **Rule 3.6**.
- 8.3 No person who is disqualified under the Statutory Requirements from acting as Trustee shall be appointed as a Trustee. Any Trustee who becomes so disqualified shall immediately resign.
- 8.4 Without prejudice to the powers vested in the Trustee by the Deed and the Rules or otherwise, the Trustee shall have the following powers, that is to say power:

- (a) to purchase or otherwise acquire and to sell or otherwise dispose of property, rights or privileges which the Trustee is authorised to acquire or dispose of on such terms and conditions as it shall think fit;
- (b) to appoint and at its discretion remove or suspend any actuary, auditor, investment managers, administration managers, secretaries, clerks, agents and other servants, appoint them for permanent, temporary or special services as it from time to time thinks fit, determine the powers and duties to be delegated to them and fix their salaries or emoluments and require security in such instances and to such amount as it may think fit and any person so employed or engaged shall be deemed for the purpose of the Rules to be employed or engaged by the Trustee;
- (c) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund or its officers or otherwise concerning the affairs of the Fund and also to compound and allow time for payments or satisfaction of any debts due and of any claims or demands by or against the Fund;
- (d) to refer any claims or demands by or against the Fund to arbitration and observe and perform the awards;
- (e) to make and give receipts, releases and other discharges for money payable to the Fund and for the claims and demands of the Fund;
- (f) to open bank accounts and to retain on current or deposit account at any bank such moneys as it considers proper and to make regulations for the operation of such bank accounts including the signing and endorsing of cheques in connection therewith;
- (g) to determine who shall be entitled to sign on the Fund's behalf receipts, acceptances, endorsements, releases, contracts and documents;
- (h) to pay Accumulated Contributions out of the Fund to persons entitled or pay such other benefits as may be allowed by the Statutory Requirements;
- (i) to decide as and when the need shall arise who are Dependants for the purposes of the Rules;
- (j) in case of the mental or physical ill-health, or incapacity of a person entitled to Accumulated Contributions, to pay or apply such Accumulated Contributions or any part thereof at its discretion to or for the benefit of such person and the Dependants of such person or any of them as the case may be without being responsible for seeing to the application of payments under this paragraph or payments made in the exercise of any other power vested in the Trustee by the Deed and the Rules;
- (k) to determine in accordance with the Statutory Requirements whether to include or exclude particular amounts in the assessable income of the Fund;

- (l) to calculate the components of a Member's Accumulated Contributions from time to time in accordance with and as required by the Statutory Requirements;
  - (m) to give indemnities to or on behalf of any person the Trustee thinks fit;
  - (n) to take and act upon the opinion of any legal practitioner whether in relation to the interpretation of the Deed, these rules, clauses or any other document or statute or as to the administration of the trusts hereof without being liable to any Members or their Dependants in respect of any act done by it in accordance with such opinion;
  - (o) to raise any money in any lawful manner including by drawing, endorsing, accepting or otherwise dealing in any bill of exchange, promissory note or other negotiable instrument. The Trustee may secure the repayment of any moneys so raised with interest at such rate as the Trustee thinks fit and upon any terms and conditions in all respects as the Trustee thinks fit. Any money raised by the Trustee will form part of the Fund;
  - (p) to appoint any person as custodian to hold the legal title for any asset acquired or to be acquired by the Trustee on such terms as the Trustee thinks fit; and
  - (q) to delegate in writing the exercise of all or any of the powers or discretionary authorities hereby conferred on the Trustee and execute any powers of attorney or other instruments necessary to effectuate such purpose.
- 8.5 Every Trustee (and if the Trustee is a company, every director) shall be indemnified against all liabilities incurred by it through any act or omission in the exercise of the powers, duties and discretions under the Deed and the Rules or in the bona fide intended or purported exercise of its duties under the Deed and the Rules and shall have a lien on the Fund for such indemnity. The Trustee shall not be liable for any act or default done or omitted to be done in the exercise of its powers, duties and discretions or for any loss or expenses incurred by the Fund through the insufficiency or deficiency of any security in or upon which any of the moneys of the Fund shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any moneys or securities shall be deposited or for any other loss, damage or misfortune whatever.
- 8.6 The provisions of **Rule 8.5** shall have no application, and neither the Trustee, nor where the Trustee is a company, any of its directors shall be entitled to be indemnified by the Fund in relation to any liability which arises as a consequence of the Trustee, or where the Trustee is a company, any of its directors:
- (a) failing to act honestly in a matter concerning the Fund; or
  - (b) intentionally or recklessly failing to exercise, in relation to a matter affecting the Fund, the degree of care and diligence that the Trustee or where the Trustee is a company, any of its directors, was required to exercise; or

- (c) incurs a liability for a monetary penalty under a civil penalty order.
- 8.7 For the purposes of the Deed and the Rules the Trustee shall be entitled to regard an exercise of a discretion or the giving of any instruction or other authorisation made orally or written and signed by, or purported to be signed by, the Employer or a director for the time being of an Employer as a valid exercise of discretion, instruction or other authorisation of the Employer.
- 8.8 Where the Trustee consists of more than one person, the Trustees:
- (a) may meet together for the dispatch of business;
  - (b) may adjourn and otherwise regulate their meetings as they think fit;
  - (c) may determine the quorum necessary for the transaction of business;
  - (d) shall appoint a chairman for the time being or from time to time or of each meeting; and
  - (e) may act on any resolution approved by the Trustees.
- 8.9 Where there is more than one Trustee, a resolution in writing, signed by all the Trustees for the time being, shall be as valid and effectual as if it had been duly passed at a meeting of the Trustees duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Trustees.
- 8.10 If the Trustee is a company, then such company may exercise or concur in exercising any discretion or power conferred on the Trustee by the Deed or by these Rules by a resolution of its directors or governing body in accordance with the company's Constitution or constituent document and may delegate the right and power to exercise or concur in exercising any such discretion or power from time to time to one or more members of its board of directors or governing body appointed by a resolution of its directors or governing body.
- 8.11 Any individual Trustee and (where the Trustee is a company, any director or other officer of the Trustee) may exercise or concur in exercising all powers, authorities and discretions conferred on the Trustee by the Deed or by these Rules or by law given to the Trustee notwithstanding that it or he respectively may have a direct or other personal interest in the mode or result of exercising any such power, authority or discretion but any Trustee or director or officer as aforesaid may nevertheless abstain from acting except as a merely formal party in any manner in which he may be so personally interested.
- 8.12 The Trustee in the exercise of the powers, authorities and discretions vested in it by the Deed and these Rules shall have an absolute and uncontrolled discretion and may exercise or enforce all or any of those powers, authorities and discretions at any time and from time to time or may refrain from exercising all or any of them from time to time or at all.

- 8.13 Where there is more than one Trustee, the Trustees may from time to time delegate to any one or more of their number the right and power on behalf of the Trustees to sign, draw, accept, make, endorse, issue, discount or otherwise execute, as the case may be, all or any cheques, promissory notes, drafts, bills of exchange, bills of lading and other negotiable or transferable instruments, all or any receipts for money paid to the Trustees and all or any other documents connected with the due administration of the Fund or with the Deed or these Rules, and may similarly delegate such rights and powers to any secretary of the Fund or to any administrator or Investment Manager appointed by them.
- 8.14 The Trustee shall ensure that:
- (a) minutes of any proceedings of meetings of the Trustee at which matters affecting the Fund were considered are maintained and retained for at least 10 years; and
  - (b) where the Trustee is a company, the directors of the company shall ensure that, minutes of any proceedings of meetings of the Trustee at which matters affecting the Fund were considered, are maintained and retained for at least 10 years.
- 8.15 Any minutes entered in accordance with **Rule 8.14** in books kept for that purpose shall be evidence of the proceedings and, until the contrary is proved, the meeting shall be deemed to have been duly held and convened.
- 9. RECORDS, DISCLOSURE OF INFORMATION AND AUDIT**
- 9.1 The Trustee shall keep or cause to be kept a complete record of all persons who become Members of the Fund and all other records as required by the Statutory Requirements. All records shall be in the form, and shall be retained for the periods, specified in the Statutory Requirements.
- 9.2 The Trustee shall appoint an auditor to the Fund who shall comply with all the Statutory Requirements, or a firm of such persons, and may remove any such auditor.
- 9.3 The Trustee shall each Financial Year cause to be prepared such accounts and statements of the Fund as shall comply with the Statutory Requirements and within any time limits specified by the Statutory Requirements. The Trustee shall ensure that such accounts and statements are audited by the auditor. The auditor shall have access to all papers, accounts and documents connected with the Fund and shall report in writing to the Trustee in accordance with the Statutory Requirements, within the time limits specified by the Statutory Requirements.
- 9.4 The Trustee shall retain the records described in **Rule 9.1** and the accounts and statements prepared in accordance with **Rule 9.3** for at least five years following the end of the Financial Year to which the records, accounts or statements relate.
- 9.5 The Trustee shall disclose to Members, Prospective Members, Non-Member Spouses or Employers such information, at the time and in the manner, prescribed

by the Statutory Requirements to be so disclosed to Members, Prospective Members, Non-Member Spouses or Employers.

- 9.6 The Trustee shall provide to the Statutory Authority such information, at the time and in the manner, prescribed by the Statutory Requirements to be so provided to the Statutory Authority.

## **10. ELIGIBILITY AND MEMBERSHIP**

- 10.1 Any Eligible Person may make application in writing to the Trustee in a form prescribed by the Trustees from time to time to join the Fund.
- 10.2 Subject to **Rule 10.3**, the Trustee may accept or refuse any application for membership from an Eligible Person in its absolute discretion and shall not be required to assign any reason for any refusal.
- 10.3 If the Fund has fewer than 5 Members and is a Self Managed Superannuation Fund then the Trustee cannot accept an Eligible Person as a Member of the Fund if acceptance would cause the Fund to cease to be a Self Managed Superannuation Fund.
- 10.4 An Eligible Person shall become a Member from the date when notice in writing by the Trustee that it approves the application has been given to them, or where a person becomes a Member because of the receipt of Benefits as a consequence of the death of a Member from the date of commencement of receipt of such Benefits.
- 10.5 A person ceases to be a Member on the happening of the first of the following:
- (a) when he dies;
  - (b) when the total amount of all amounts payable under the Rules in respect of his membership has been paid; or
  - (c) when under the Rules all Accumulated Contributions payable to him or any person on his account ceases to be payable.
- 10.6 Each Member shall by virtue of his application be deemed to have consented to be bound by the provisions of the Deed and the Rules.

## **11. CONTRIBUTIONS**

- 11.1 Subject to the provisions of this **Rule 11** any person (including a Member) may contribute (in cash or by in specie transfer of assets) to the Fund in respect of a Member or Members as a whole or to any other Account (not being a Member's Account) at such rate as he determines provided that the Trustee may only accept such contribution in accordance with the Statutory Requirements.
- 11.2 Unless otherwise permitted by the Statutory Requirements, the Trustee must not accept a contribution in respect of a Member where:

- (a) the Member's tax file number has not been provided within 30 days of the Trustee receiving the contribution; or
- (b) the contribution would cause the Member to exceed their Non-Concessional Contributions Cap and the Trustee has not within 30 days of the contribution received a valid notice under section 290-170 of the ITAA97 in respect of the contribution.

In such instances, if such an amount is received by the Trustee then the Trustee must, return the amount of the purported contribution within 30 days (or such time as otherwise permitted by the Statutory Requirements) of becoming aware of these circumstances. The Trustee in its absolute discretion may charge an arm's length fee in relation to the administration and transactions costs of returning the amount.

- 11.3 Amounts which are returned under **Rule 11.2** are not counted as part of a Member's Accumulated Contributions.
- 11.4 At the time of making contributions, the Employer, or any other person contributing, shall advise the Trustee of the contribution in respect of each Member, and whether the contributions:
- (a) are made pursuant to an industrial award or agreement; and/or
  - (b) are made in lieu of the Employer paying the superannuation guarantee charge pursuant to the Guarantee Act and/or
  - (c) consist of particular components that must be identified pursuant to the Statutory Requirements including CGT retirement exemption amount; and/or
  - (d) consist of a particular component(s) not covered by paragraphs (a), (b) or (c) of this **Rule 11.4**.
- 11.5 No person shall make a contribution to the Fund in any Financial Year which would cause the Fund to fail to be a Complying Superannuation Fund.
- 11.6 If any Member of the Fund ceases to be an Eligible Person the Trustee shall not accept any further contribution to the Fund in respect of that Member until the Member shall again become an Eligible Person.
- 11.7 Without limiting the generality of **Rule 11.1** the Trustee may accept contributions from a person (other than the Employer) who, on behalf of the Employer, wishes to contribute to the Fund in respect of any Member (including the contributor, where the contributor is a Member).
- 11.8 Within 60 days of becoming aware that a Member has ceased to be an Eligible Person the Trustee shall refund to the Member, or to the other person making the same as the case may be, any contributions made to the Fund in respect of the Member since he ceased to be an Eligible Person and for the purpose of determining the Member's interest in the Fund it shall be assumed that such contributions were not made to the Fund.

- 11.9 A Member may apply to the Trustee to roll-over, transfer or allot an amount of benefits for the benefit of the Member's spouse in accordance with the Statutory Requirements in which case the Trustee must comply with such request if the Statutory Requirements are satisfied.
- 11.10 The Trustee may in its absolute discretion determine the amount (or such part) as contributed by an Employer or other person on behalf of the Employer in accordance with **Rule 11.7** in respect of a Member to be credited to that Member's Account or a Suspense Account subject to the Statutory Requirements.
- 11.11 Where contributions have been made by or on behalf of a Member and that Member has made a contributions splitting application in relation to that Member's spouse to the Trustee, the Trustee may rollover, transfer or allot an amount of that Member's contribution to one or more of that spouse's Member's Accounts, provided always that such contribution splitting complies with the Statutory Requirements.
- 11.12 Notwithstanding any other provision of these Rules, the Trustee may accept a contribution from a Member on the following conditions:
- (a) the property comprising the contribution is to be held by the Trustee solely for the benefit of the contributing Member in the following manner:
    - (i) the property is to be held specifically for the benefit of the contributing Member as a member of the Fund;
    - (ii) the property (or proceeds from the sale of the property) cannot be pooled with property held by the Trustee for another Member of the Fund; and
    - (iii) no other Member of the Fund can obtain an interest in the property (or the proceeds of sale of the property), and
  - (b) the property comprising the contribution is to be used solely for the purpose of providing a retirement benefit for the contributing Member.

The Trustee may establish any account within the Fund and undertake any actions to facilitate the holding of the contribution in the manner described in this Rule.

## 12. BENEFITS

12.1 A Member who:

- (a) Retires; or
- (b) reaches the age of 65 or such other age as is prescribed in the Statutory Regulations;

and requests their Benefits shall be entitled to receive their Member's Benefits.

12.2 A Member who Retires on the grounds of Permanent Incapacity and requests their Benefits shall be entitled to receive their Member's Benefit.



- 12.3 On the death of a Member the Member's Benefit shall become payable.
- 12.4 A Member who reaches the Statutory Age and under the Act qualifies for and who requests in writing to the Trustee a Non-Commutable Pension is entitled to receive their Member's Benefits by way of a Non-Commutable Pension.
- 12.5 The Trustee may in its absolute discretion pay to a Member such other benefits as are permitted by the Statutory Requirements.
- 12.6 The Trustee may in its absolute discretion augment the benefits of a Member.
- 12.7 Where a Member has unrestricted non-preserved benefits, the Member may request the payment of those benefits or part thereof at any time and the Trustee must comply with such request.
- 12.8 Notwithstanding the above Rules, the whole or any part of the Accumulated Contributions must be paid to a Member or a Non-Member Spouse in accordance with the Statutory Requirements.

### **13. PAYMENT OF BENEFITS**

#### **Payment of Benefits prior to the death of a Member**

- 13.1 Subject to **Rule 13.2** and **Rule 13.3**, a Member's Benefit shall be paid by way of annuities, pensions or other periodical payments or lump sum payments or any combination of such methods of payment as the Trustee and the Member shall agree.
- 13.2 In the event of the payment of any Benefit which is paid in the form of a pension, annuity or other series of periodical payments the terms and conditions shall be agreed between the Member and the Trustee and shall be set out in writing prior to the commencement of the payment of the Benefit provided that in the case of payment of:
- (a) an Allocated Pension – the terms and conditions of the payment of an allocated pension must comply with Regulation 1.06(4) and all other relevant Regulations;
  - (b) a Non-Complying Pension– the terms and conditions of the payment of a non-complying pension must comply with Regulation 1.06(6) and all other relevant Regulations;
  - (c) a Complying Lifetime Pension - the terms and conditions of the payment of a complying lifetime pension must comply with Regulation 1.06(2) and all other relevant Regulations;
  - (d) a Complying Life Expectancy Pension - the terms and conditions of the payment of a complying life expectancy pension must comply with Regulation 1.06(7) and all other relevant Regulations;

- (e) a Market Linked Pension - the terms and conditions of the payment of a market linked pension must comply with Regulation 1.06(8) and all other relevant Regulations;
  - (f) an Account Based Pension - the terms and conditions of the payment of an account based pension must comply with Regulation 1.06(9A) and all other relevant Regulations;
  - (g) a Transition to Retirement Pension - the terms and conditions of the payment of a transition to retirement pension must comply with paragraph (b) of the definition of "transition to retirement income stream" in Regulation 6.01(2) and all other relevant Regulations;
  - (h) a Non-Commutable Pension - the terms and conditions of the payment of the pension must comply with Regulation 1.06(2) and all other relevant Regulations.
- 13.3 The terms and conditions of a pension, annuity or other series of periodical payments as agreed between the Member and the Trustee in accordance with **Rule 13.2** shall form part of these Rules.
- 13.4 Any Benefit paid in the form of an annuity, pension or other periodical payments may incorporate payments to one or more Reversionaries on the death of the Member, subject to the Statutory Requirements.

#### **Payment of Death Benefits**

- 13.5 In respect of payment of a Benefit on the death of a Member pursuant to **Rule 12.3**:
- (a) A Member may make a non-binding death benefit nomination in favour of a Dependant or legal personal representative of the Member as the person entitled to payment of the Benefit in such form as the Trustee may from time to time approve;
  - (b) A Member may make a binding death benefit nomination in accordance with **Rule 13.6** however to the extent that the Statutory Requirements provide that the death benefit nomination in accordance with **Rule 13.6** is not binding on the Trustee then the Trustee shall treat such nomination as a non-binding death benefit nomination;
  - (c) A Member may make a binding death benefit nomination in accordance with the Statutory Requirements;
  - (d) A Member may revoke a non-binding nomination (including but not limited to a binding death benefit nomination in accordance with **Rule 13.6** which the Statutory Requirements provide is not binding on the Trustee) by either:
    - (i) notifying the Trustee in writing of the revocation of the non-binding death benefit nomination at such time or on such conditions as set out in the notice; or

- (ii) by completing and delivering to the Trustee a new non-binding death benefit nomination in such form as the Trustee may from time to time approve or completing and delivering to the Trustee a binding death benefit nomination;
  - (e) A Member may revoke a binding nomination made under paragraph 13.5(b) in accordance with the procedure set out in **Rule 13.6**;
  - (f) A Member may revoke a binding nomination made under paragraph 13.5(c) in accordance with the procedure set out in the Statutory Requirements.
- 13.6 (a) Where a Member wishes to make a binding death benefit nomination in accordance with this **Rule 13.6**, the Trustee must give the Member information that the Trustee reasonably believes the Member reasonably needs for the purpose of understanding the right of that Member to make the binding death benefit nomination;
- (b) The binding death benefit nomination must:
- (i) be in writing and state that it is a binding death benefit nomination and that it revokes any prior binding death benefit nomination whether made under this Rule 13.6 or under the Statutory Requirements;
  - (ii) be signed and dated by the Member in the presence of two adult witnesses, neither of whom is the beneficiary of the nomination or the spouse of the beneficiary of the nomination;
  - (iii) contain a declaration signed and dated by both witnesses stating that the binding death benefit nomination was signed by the Member in their presence;
- (c) The binding death benefit nomination may:
- (i) relate to all or part of the benefits of the Member;
  - (ii) state the method of payment of such Benefit being by way of lump sum, periodic lump sums, pension or pensions or any such method provided such method is permitted by the Statutory Requirements;
  - (iii) specify the period of time it is operative or any conditions to be satisfied before it becomes operative;
  - (iv) specify such other requirements as the Trustee may consent provided such requirements are also permitted by the Statutory Requirements;
- (d) If the information provided by the Member in the binding death benefit nomination form is not sufficiently clear to allow the Trustee to pay the Benefit on the death of the Member, the Trustee must seek from the Member a written statement to clarify the information provided as soon as practicable after the Trustee receives the binding death benefit nomination form;

- (e) The Trustee must each year notify the Members who have made binding death benefit nominations of the fact that a binding death benefit nomination has been made and the terms of the binding death benefit nomination;
  - (f) A Member may revoke a binding death benefit nomination at any time prior to their death by:
    - (i) lodging a new binding death benefit nomination with the Trustee; or
    - (ii) notifying the Trustee in writing of the revocation of the binding death benefit nomination,and each case shall have the effect of completely revoking all earlier binding death benefit nomination in their entirety;
  - (g) If the Fund is a Self Managed Superannuation Fund, then any binding death benefit nomination continues to be binding against the Trustee until it is revoke by the Member in accordance with paragraph (g) regardless of the period of time that has elapsed since the execution of the binding death benefit nomination.
- 13.7 Where a Member has made a binding death benefit nomination in accordance with **Rule 13.6** or a binding death benefit nomination in accordance with the Statutory Requirements, the Trustee must pay the Benefit in accordance with the binding death benefit nomination.
- 13.8 Where a Member does not have a binding death benefit nomination in force, any Benefit shall be paid as the Trustee in its absolute discretion decides to such one or more of the nominated beneficiaries (if any) or other Dependants or legal personal representative of the Member.
- 13.9 The Benefit paid under **Rules 13.7** or **13.8** shall be paid by way of annuities, pensions or other periodical payments or lump sum payments or any combination of such methods of payment as the Trustee in its absolute discretion may determine provided that:
- (a) where a Member has made a binding death benefit nomination and has also nominated the method of payment of such Benefit then the Trustee must pay the Benefit in the manner and for at least the term nominated by the Member; and
  - (b) Benefits must be paid in accordance with the Statutory Requirements and any binding death benefit nomination shall be invalid to the extent required to comply with the Statutory Requirements.
- 13.10 The Trustee may, with the consent of the person or persons to whom the death benefit is to be paid, in lieu of paying in cash the whole or part of any Accumulated Contributions or other amount payable pursuant to the provisions of the Deed or the Rules, transfer any of the assets of the Fund of equivalent value to the person or persons to whom the death benefit is to be paid provided that the Trustee shall have

proper regard to any costs (including taxation) incurred in effecting, or as a consequence of, the transfer of the assets.

- 13.11 The Trustee may at the request of a person or persons to whom the death benefit is to be paid, pay all or part of any Accumulated Contributions payable pursuant to the provisions of the Rules to such Rollover Fund or for the purchase of such annuity as permitted by the Statutory Requirements as the person or persons to whom the death benefit is to be paid may request.

#### **14. FORFEITED BENEFITS**

14.1 Accumulated Contributions payable out of the Fund shall be:

- (a) forfeited if, without the prior approval of the Trustee, the person entitled purports to assign, alienate or charge such Accumulated Contributions or part thereof;
- (b) suspended if the person entitled, being either under the Statutory Age or not yet having Retired at the relevant time, becomes or is:
  - (i) bankrupt;
  - (ii) insolvent (including, without limiting the generality of the foregoing, if he signs an authority under Section 188 of, or enters into any deed of assignment or deed of arrangement in pursuance of, Part X of the Bankruptcy Act 1966); or
  - (iii) in the opinion of the Trustee, mentally ill or of unsound mind or incapable of managing himself or his own affairs; or
- (c) forfeited upon the occurrence, in respect of the person entitled, not being a Member or being a Member but over the Statutory Age and having retired at the relevant time, of any of the events mentioned in **Rule 14.1(b)**.

14.2 The whole of the Accumulated Contributions forfeited by a person under **Rule 14.1(a)** or **Rule 14.1(c)** shall be applied by the Trustee as the Trustee may think fit for the benefit of such person and his Dependants or any one or more of them, provided that while such person is a Member the Trustee shall not make any payment to or for the benefit of the person or his Dependants until the Member attains the Statutory Age other than for personal maintenance and support in case of hardship.

14.3 The whole of the Accumulated Contributions to which a person would otherwise have been entitled but which have been suspended under **Rule 14.1(b)** shall be dealt with in accordance with, and shall be subject to, the following provisions:

- (a) Upon such suspension the person shall cease to have any right, title or interest whatsoever to or in such Accumulated Contributions.
- (b) If, prior to the date upon which the person ceases to be a Member for any reason whatsoever, the person ceases to be one to whom any of **Rule 14.1(b)**

applies then the suspension of such Accumulated Contributions shall cease and the Trustee shall thereafter hold such Accumulated Contributions in respect of the person as if the suspension had not intervened.

- (c) If such Accumulated Contributions remain suspended at the time when the person ceases to be a Member for any reason whatsoever, such Accumulated Contributions shall thereupon be forfeited.
  - (d) While such Accumulated Contributions are suspended the Trustee may pay amounts to or for the benefit of the relevant person or his Dependants for, but only for, personal maintenance and support in the case of hardship.
- 14.4 The Trustee shall subject to the Statutory Requirements be entitled to treat as unclaimed and to forfeit and use for the general purpose of the Fund, any moneys in the Fund to which any person may be entitled whose whereabouts are unknown to it and if after making such enquiries as it deems appropriate it is unable positively to trace any person entitled to the benefit of such moneys.
- 14.5 Where any part of Accumulated Contributions in respect of a Member cannot by reason of the Statutory Requirements be paid to the Member or Dependants of a Member it shall be applied in the provision of additional benefits for or in respect of other Members.
- 14.6 The Trustee may in its absolute discretion determine that a Member's Accumulated Contributions at any point in time shall not include an amount or amounts that may have been previously accounted for as Accumulated Contributions for that Member and apply such an amount or amounts to such other Member's Account or to a Suspense Account pending specific appropriation to any Member's Account as the Trustee may decide provided that the Accumulated Contributions of a Member may not be reduced under this clause unless:
- (a) the Member concerned consents; and
  - (b) the reduction does not reduce benefits of a Member below the required minimum benefit as determined under the Statutory Requirements.
- 14.7 Amounts standing to the credit of a Suspense Account subject to the Statutory Requirements, may be paid to an Employer (not being the reimbursement for Expenses incurred by the Employer on behalf of the Fund).

## **15. TRANSFERS FROM AND TO OTHER FUNDS**

- 15.1 The Trustee may make such arrangements as it thinks proper with any Member, Non-Member Spouse or any previous Employer of the Member or the trustees of any superannuation fund or retirement saving account of which the Member or Non-Member Spouse was or is a member or any of them for any transfer of assets to and/or from the Fund, and may make arrangements about any other matter which in the opinion of the Trustee is incidental to or consequent upon the transfer of such assets to and/or from the Fund.

15.2 Should a Member:

- (a) become eligible to join another Complying Superannuation Fund; or
- (b) open a complying retirement savings account;

the Trustee must, if requested by the Member, in lieu of part or all of the Benefit to which the Member may be entitled under these Rules, transfer to the trustees of such fund or retirement saving account such portion of the assets of the Fund as the Trustee considers equitable having regard to the Accumulated Contributions of the Member at the date of transfer and also to any costs (including taxation) incurred in effecting, or as a consequence of, the transfer of the assets.

15.3 Where the assets of the Fund consist of Illiquid Investments, the Trustee must notify the Members of the nature of the Illiquid Investments and the time needed to realise the Illiquid Investments as required by the Statutory Requirements.

15.4 Any transfer pursuant to this **Rule 15** shall be made in accordance with the Statutory Requirements.

**16. TERMINATION OF TRUST**

16.1 The trusts hereby declared shall cease and terminate and the Fund shall be wound up as hereinafter provided upon the happening of any of the following events:

- (a) if it shall appear to the Trustee that the Fund is insolvent and it resolves to terminate the Fund;
- (b) if for any reason the Trustee thinks it is appropriate to and does resolve to terminate the Fund;
- (c) if there are no Members in the Fund and the Trustee resolves to terminate the Fund; or
- (d) the eightieth anniversary of the Commencement Date unless the laws governing the Fund provide that the law against perpetuities shall not apply to it.

16.2 Upon the trusts hereof ceasing and terminating in accordance with **Rule 16.1** the Trustee shall give notice in writing to each Employer and the Members, if any, that the Fund shall be wound up on a specified date, such date not being later than any date on which the Fund is required by **Rule 16.1(d)** to be terminated (the "**Closing Date**"). As from the Closing Date the following shall apply:

- (a) no further contributions shall be made by any Employer or any Member, other than arrears of contributions due to the Closing Date; and
- (b) arrears of contributions, if any, shall be called in immediately.

- 16.3 Upon the trusts ceasing and terminating in accordance with **Rule 16.1** the Trustee shall, after making such provision out of the Fund as is necessary for Expenses and liabilities, provide for the payment of the following Accumulated Contributions in the following order of priority:
- (a) payments which on or before the Closing Date have become payable to Members;
  - (b) in respect of each Member, payments to another Complying Superannuation Fund, eligible rollover fund or complying retirement savings account equal to his Accumulated Contributions provided that the payment may be made directly to the Member if the Member so requests and such a payment is permitted by the Statutory Requirements.
- 16.4 Where a Member dies before receiving Accumulated Contributions to which he has become entitled pursuant to **Rule 16.3** such benefit shall be paid to such of the Member's legal personal representatives and Dependants and in such proportions as the Trustee determines.
- 16.5 If after providing Accumulated Contributions for Members and their Dependants in terms of **Rule 16.3** a surplus remains, such surplus shall be paid by the Trustee, to or for the benefit of:
- (a) any Members;
  - (b) any former Members;
  - (c) any Dependants of any such Members or former Members;
  - (d) the legal personal representatives (in their capacities as such) of any such Members, former Members or Dependants; or
  - (e) any Employer or former Employer who has contributed,
- as the Trustee in its absolute discretion determines and, if provided to or for two or more persons, in such proportions as the Trustee in its absolute discretion determines, subject, in the case of **Rules 16.5(a)** and **16.5(d)** to **Rule 14.5**.
- 16.6 Subject to **Rule 13.9** the payment to be provided under **Rules 16.3** and **16.5** shall be in cash, life insurance policies, or otherwise as determined by the Trustee, but shall not be payable to or for the benefit of a Member unless permitted by the Statutory Requirements.

## 17. AMENDMENT OF RULES

- 17.1 (a) Subject to **Rules 17.1(b)**, **17.1(c)** and **17.1(d)** the Trustee may at any time by resolution or by instrument in writing amend all or any of the provisions of these Rules.
- (b) No reduction of the accrued Accumulated Contributions of a Member shall be made without his consent in writing.



- (c) No amendment may be made pursuant to **Rule 17.1(a)** which would cause the trusts contained in the Deed and these Rules to fail by reason of the application of the law against perpetuities.
  - (d) No amendment may be made pursuant to **Rule 17.1(a)** which would:
    - (i) permit an individual to be appointed as Trustee unless the Rules provide, and will continue to provide after the amendment that the Fund has, as its sole or primary purpose, the provision of old age pensions; or
    - (ii) provide that the sole or primary purpose of the Fund would be a purpose other than the provision of old age pensions unless the Rules provide and will continue to provide that the Trustee must be a company.
- 17.2 Where the Fund is not a Self Managed Superannuation Fund and the Statutory Requirements require, the Trustee shall give to each Member affected by the amendment a written statement explaining the nature and purpose of the amendment.

## **18. SUPERANNUATION STANDARDS**

- 18.1 Notwithstanding anything expressed or implied to the contrary within the Deed and Rules but subject always to the right of the Trustee to elect otherwise having regard to such advice as it may deem appropriate the Trustee will in the execution and administration of these presents at all times comply in all respects with the Statutory Requirements. This requirement overrides all other provisions of the Deed and Rules.
- 18.2 Where the Deed and Rules do not deal with a matter permitted by the Statutory Requirements, the Trustee may act in accordance with the Statutory Requirements notwithstanding the absence of a power in this Deed and Rules.
- 18.3 In the event of any inconsistency between the provisions of the Deed and Rules and the Statutory Requirements, the Trustee shall unless otherwise determined by it act in accordance with the Statutory Requirements.



SIGN  
HERE 

# Company Statement

Extract of particulars - Corporations Act 2001

Director/Secretary \_\_\_\_\_

CORPORATE KEY 1659 7643

## Check this statement carefully

You are legally obligated to ensure that all your company details are completed and correct. This is required under s346C (1) and/or s346B and s346C (2) of the Corporations Act 2001.

You must check this statement carefully and inform ASIC of any changes or corrections immediately. Late fees apply.  
**Do not return this statement.**  
You must notify ASIC within 28 days of the date of change, and within 28 days of your review date. Multiple late fees apply.


FOR  
HATHAWAY SUPER FUND PTY LIMITED

ACN  
155 495 686

REVIEW DATE: 03 February 2021

## You must notify ASIC of any changes to company details

If you've already notified ASIC of changes but they are not shown correctly in this statement, please let us know.

 Biller Code : 17301  
Reference : 2291 554 956 865

## Company statement

These are the current company details held by ASIC. You must check this statement carefully and inform ASIC of any changes of corrections immediately. Late fees apply.

1. Registered office

CORPORATE CUSTODIANS PTY LIMITED LEVEL 6 110 WALKER STREET NORTH SYDNEY NSW  
2060

2. Principal Place of business

1 REGENCY PLACE FLORAVILLE NSW 2280

3. Ultimate holding company

These details continue on the next page

You must notify ASIC within 28 days of the date of change, and within 28 days of your review date. Multiple late fees apply.

HATHAWAY SUPER FUND PTY LIMITED ACN 155 495 686

## Company statement continued

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### 4. Officeholders

Name: Robert HATHAWAY  
Address: 1 REGENCY PLACE FLORAVILLE NSW 2280  
Date of birth: 18/02/1951  
Born: Mudgee, NSW  
Office(s) held: Director, Appointed 03/02/2012

Name: Robyn HATHAWAY  
Address: 1 REGENCY PLACE FLORAVILLE NSW 2280  
Date of birth: 15/10/1950  
Born: Mudgee, NSW  
Office(s) held: Director, Appointed 03/02/2012

You must notify ASIC within 28 days of the date of change, and within 28 days of your review date. Multiple late fees apply.

## Company statement continued

### 5. Company share structure

Share Class	Share description	Number issued	Total amount paid on these shares	Total amount unpaid on these shares
ORD	Ordinary	100	\$100.00	\$0.00

### 6. Members

Name: Robert HATHAWAY  
Address: 1 REGENCY PLACE FLORAVILLE NSW 2280

Share Class	Total number held	Fully paid	Beneficially held
ORD	50	Yes	Yes

Name: Robyn HATHAWAY  
Address: 1 REGENCY PLACE FLORAVILLE NSW 2280

Share Class	Total number held	Fully paid	Beneficially held
ORD	50	Yes	Yes

You must notify ASIC within 28 days of the date of change, and within 28 days of your review date. Multiple late fees apply.